

04/17/2026

THE LAKES OF WOODBRIDGE CONDOMINIUM
ASSOCIATION
7507 WOODBRIDGE LN
PORTAGE MI 49024-4097

Policy Type:
Businessowners Policy
Policy Number:
BO-11726363
Agent:
MB RISK SERVICES #7000
Phone Number:
248-257-5556

Welcome to Farm Bureau Insurance!

Welcome to the Farm Bureau family! We appreciate your confidence in Farm Bureau Insurance and we will work hard to earn the trust you have placed in us.

Enclosed is your new Businessowners Policy.

PLEASE READ THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Review the Declarations carefully to make sure all the information is accurate and your coverages are correct. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, MB Risk Services, at 248-257-5556.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

See reverse side for helpful information about benefits, services, and coverages related to your policy!

Your Businessowners Policy comes with many benefits, services, and coverages, some of which include:

- **24 Hour Claims Reporting** - Call 1-877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com
- **FarmBureauInsurance.com** - By setting up an account on our website, you can: view and print your policy documents, sign up for paperless policy and billing documents, view and request changes to your Businessowners Policy, report a claim, and check the status of a claim.
- **Convenient Bill Payment Options** - We offer several different bill payment options to best fit your needs, including online bill payment and automatic payments made through recurring electronic funds transfer (EFT).
- **Business Income-No Waiting Period** - Our Business Income coverage begins immediately after you suffer a covered loss to your property. Other carriers begin their coverage after a "Waiting Period" of 24 or 72 hours.
- **Cyber Liability Coverage** - Our base Businessowners Policy provides up to \$50,000 of coverage for first-party and third-party losses. First-party losses could include coverage to reimburse you for expenses to restore your data corrupted or lost due to a data breach. Third-party coverage could include defense of a lawsuit due to a data breach of secure and/or private information.
- **Employee Dishonesty** - Our base Businessowners Policy provides up to \$5,000 of coverage for theft of Business Personal Property and money and securities resulting from dishonest acts of your employees.
- **Equipment Breakdown Coverage** - Our base Businessowners Policy provides coverage for physical damage to covered property resulting from the breakdown of your equipment.
- **Multi-Policy Discount** - A premium discount is available on your Businessowners Policy when you have additional insurance policies insured with Farm Bureau Insurance or FB Partners.

Your Farm Bureau Insurance agent can provide additional information on any of the items listed above.

The Farm Bureau Insurance Companies have many products available to service all your insurance needs.

No coverages are provided by this summary, and this summary is not an insurance contract. All coverages are subject to exclusions and conditions that are set forth in the insurance policy contract.

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

☐ Business Auto Policy	☐ Personal Auto
☐ Commercial Package Policy	☒ Umbrella
☐ Country Estate	☐ Work. Comp.
☐ Farmowners	
☐ Homeowners/Mobile Homeowners/Lake Estate	

FB Partners:

☐ Business Auto Policy	
☐ Commercial Package Policy or Other	
☐ Umbrella	☐ Work. Comp.

Premium Summary

Total Annual Premium for Property and Liability Coverages:	\$	49,027.00
Full Pay Discount	\$	4,897.00
Total Annual Premium with Full Pay:	\$	44,130.00

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Effective Date May 1, 2026	Policy Period (12:01 a.m. standard time) 05/01/2026 TO 05/01/2027	Policy Number BO-11726363

Named Insured and Mailing Address:

**THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
7507 WOODBRIDGE LN
PORTAGE MI 49024-4097**

Payment Plan: **Full Pay**Payment Method: **Manual**Account Number: **1002143565**Agent: **MB RISK SERVICES****56849 GRAND RIVER AVE STE 12****PO BOX 810****NEW HUDSON MI 48165-9564****248-257-5556****service@marisbrowninsurance.com**

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Description of BusinessBusiness Type

APARTMENT CONDOMINIUM
ASSOCIATION

Type of Legal Entity

NONPROFIT CORPORATION

Description of Premises

Loc. No.	Location Address	Protection Class
1	7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097	3
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
1	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7507, 7515, 7521 Woodbridge Lane	
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
2	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7533, 7539, 7545, 7551 Woodbridge Lane	
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
3	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7563, 7569, 7575 Woodbridge Lane	
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
4	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7601, 7607, 7615 Woodbridge Lane	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	5	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7502, 7508, 7514, 7520 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	6	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7532, 7538, 7544, 7550 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	7	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7568, 7574, 7580 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	8	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7600, 7606, 7612 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	9	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3500, 3506, 3512, 3518 Kirkaldy Ct		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	10	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3530, 3536, 3542, 3548 Kirkaldy Ct		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	11	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	12	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	13	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle		

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	14	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	15	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7661, 7667, 7673 Moors Pointe Way		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	16	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3525, 3531, 3537 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	17	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3501, 3507, 3515 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	18	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3662, 3666 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	19	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3650, 3654 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	20	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3636, 3640 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	21	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3622, 3628, 3630 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	22	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3725 Tartan Circle		

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	23	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3733, 3739 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	24	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	25	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	26	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	27	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	28	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	29	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7662, 7668, 7674, 7680 Moors Pointe Way		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	30	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3609, 3615, 3621 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	31	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7695, 7697, 7699 Vernard Circle		

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Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	32	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7670, 7672, 7674 Vernard Cir		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	33	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7692, 7694, 7696, 7698 Vernard Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	34	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3720, 3736, 3744 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	35	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3750, 3774, 3786 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	36	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	37	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	38	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	39	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3716, 3728, 3740 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	40	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3660, 3668, 3674, 3680 Woodbridge Lane		

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Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	41	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3602, 3608, 3614, 3620 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	42	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3568, 3576, 3582, 3588 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	43	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3510, 3516, 3520 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	44	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3484, 3490, 3496, 3500 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	45	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3458, 3464, 3470 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	46	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Not Applicable	2025
	Building Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)		

Property Coverage

Blanket	Building	<u>Limit of Insurance</u>
		\$ 52,681,666

Loc No.	Bldg. No.	Type of Property*	Valuation Method **	<u>Limit of Insurance</u>	<u>Deductible</u>	Windstorm or Hail <u>Deductible</u>	Building Annual Increase <u>Percentage</u>
1	1	Building	RC	\$ INCLUDED	\$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	2	Building	RC	\$ INCLUDED	\$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	3	Building	RC	\$ INCLUDED	\$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					

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Property Coverage continued

1	4	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	5	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	6	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	7	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	8	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	9	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	10	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	11	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	12	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	13	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	14	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	15	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	16	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	17	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	18	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	19	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Property Coverage continued

1	20	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	21	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	22	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	23	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	24	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	25	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	26	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	27	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	28	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	29	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	30	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	31	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	32	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	33	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	34	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	35	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

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Property Coverage continued

1	36	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	37	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	38	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	39	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	40	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	41	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	42	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	43	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	44	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	45	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	46	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage

**RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 2,000,000
Personal and Advertising Injury	INCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 4,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Classification

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	1	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	2	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	3	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	4	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	5	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	6	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	7	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	8	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	9	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	10	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	11	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	12	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	13	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	14	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	15	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	16	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	17	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	18	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	19	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Classification continued

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	20	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	21	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	22	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	23	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	24	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	25	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	26	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	27	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	28	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	29	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	30	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	31	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	32	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	33	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	34	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	35	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	36	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	37	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	38	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Classification continued**

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Exposure</u>
1	39	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	40	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	41	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	42	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	43	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	44	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	45	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	46	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Broadening Endorsement Summary**

The below coverages are included in the Broadening Endorsement attached to this policy.

<u>Item</u>	<u>Description</u>
Building Glass Coverage	\$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	\$5,000
Employee Dishonesty	\$5,000
Fine Arts	\$500
Forgery and Alteration	\$5,000
Incidental Malpractice Liability	Included within Business Liability Limits
Inventory and Loss Appraisal	\$5,000
Money and Securities	\$5,000 on-premises \$5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	\$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	\$500
Reward Payment	\$5,000
Service Buildings and Incidental Structures	\$5,000
Spoilage	\$1,000
Utility Services - Direct Damage	\$2,500
Utility Services - Time Element	\$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Select Premier Businessowners Offering Summary

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

<u>Coverage</u>	<u>Limit</u>	<u>Provided In</u>
Accounts Receivable	\$250,000 on-premises \$5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	\$50,000	BP 00 03
Business Income - Period of Indemnity	18 months	BP 00 03
Business Income from Dependent Properties	\$100,000	BP 00 03
Debris Removal	\$100,000	BP 00 03
Employee Dishonesty	\$50,000	BP 00 03
Fire Department Service Charge	\$10,000	BP 00 03
Forgery and Alteration	\$50,000	BP 00 03
Increased Cost of Construction	\$100,000	BP 00 03
Key and Lock Replacement	\$1,000	GN 66 14
Money and Securities	\$25,000 on-premises \$25,000 off-premises	BP 00 03
Newly Acquired - Buildings	\$1,000,000	BP 00 03
Newly Acquired - Business Personal Property	\$500,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	\$50,000	GN 66 20
Outdoor Property	\$100,000	BP 00 03
Personal Effects	\$25,000	BP 00 03
Pollutant Clean Up and Removal	\$100,000	BP 00 03
Rekeying of Locks; Lock Replacement	\$1,000	GN 66 14
Utility Services - Direct Damage	\$25,000	GN 66 14
Utility Services - Time Element	\$25,000	GN 66 14
Valuable Papers	\$250,000 on-premises \$5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Section I - Property Coverages

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
		Ordinance or Law Coverage (BP 04 46 07 13)	
1	1	☒ Coverage 1	\$ 824,328
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	2	☒ Coverage 1	\$ 1,334,504
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 133,450
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	3	☒ Coverage 1	\$ 901,796
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	4	☒ Coverage 1	\$ 915,492
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	5	☒ Coverage 1	\$ 1,218,088
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 121,809
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	6	☒ Coverage 1	\$ 1,246,336
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 124,634
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	7	☒ Coverage 1	\$ 918,488
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS
Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	8	☒ Coverage 1	\$ 900,512
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	9	☒ Coverage 1	\$ 1,136,768
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 113,677
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	10	☒ Coverage 1	\$ 1,171,008
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 117,101
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	11	☒ Coverage 1	\$ 2,308,816
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 230,882
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	12	☒ Coverage 1	\$ 1,588,554
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 158,855
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	13	☒ Coverage 1	\$ 2,069,256
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,926
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	14	☒ Coverage 1	\$ 2,068,126
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,813
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	15	☒ Coverage 1	\$ 910,356
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	16	☒ Coverage 1	\$ 917,632
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	17	☒ Coverage 1	\$ 916,776
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	18	☒ Coverage 1	\$ 529,864
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	19	☒ Coverage 1	\$ 531,148
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	20	☒ Coverage 1	\$ 529,436
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	21	☒ Coverage 1	\$ 833,744
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	22	☒ Coverage 1	\$ 267,286
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	23	☒ Coverage 1	\$ 527,724
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	24	☒ Coverage 1	\$ 1,729,578
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 172,958
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	25	☒ Coverage 1	\$ 1,806,870
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 180,687
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	26	☒ Coverage 1	\$ 1,517,364
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 151,736
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	27	☒ Coverage 1	\$ 1,564,146
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 156,415
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	28	☒ Coverage 1	\$ 1,588,554
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 158,855
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	29	☒ Coverage 1	\$ 1,263,028
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 126,303
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	30	☒ Coverage 1	\$ 828,608
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	31	☒ Coverage 1	\$ 870,552
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	32	☒ Coverage 1	\$ 872,478
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	33	☒ Coverage 1	\$ 1,145,328
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 114,533
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	34	☒ Coverage 1	\$ 872,264
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	35	☒ Coverage 1	\$ 825,184
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS
Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	36	☒ Coverage 1	\$ 1,595,786
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 159,579
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	37	☒ Coverage 1	\$ 2,065,866
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,587
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	38	☒ Coverage 1	\$ 2,043,718
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 204,372
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	39	☒ Coverage 1	\$ 901,368
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	40	☒ Coverage 1	\$ 1,190,696
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 119,070
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	41	☒ Coverage 1	\$ 1,225,792
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 122,579
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	42	☒ Coverage 1	\$ 1,190,696
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 119,070
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	43	☒ Coverage 1	\$ 885,104
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	44	☒ Coverage 1	\$ 1,175,288
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 117,529
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	45	☒ Coverage 1	\$ 907,360
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	ALL	Water Back-Up and Sump Overflow (BP 04 53 07 13)	
		Covered Property Annual Aggregate	\$ 1,000,000
		Business Income And Extra Expense Annual Aggregate	\$ 1,000,000
		Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10)	
ALL	ALL	Revised Limit:	\$ 15,000
		Separate Premises or Locations Option: ☐ Yes ☒ No	
		Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses	
		Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income	
		Increased Number of Days: 60	
		Windstorm or Hail Percentage Deductibles (BP 03 12)	
1	ALL	Windstorm or Hail Deductible Percentage: 1%	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)

Hired Auto Liability - Premium: \$64.00 Non-Owned Auto Liability - Premium: \$111.00

Electronic Data Liability - Limited Coverage (BP 05 95 05 14)

Loss of Electronic Data Limit: \$5,000

Primary and NonContributory - Other Insurance Condition (BP 14 88 07 13)

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)

Michigan Changes (BP 01 36 09 17)

Broadening Endorsement (GN 66 14 07 20)

Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Coverages/Endorsements that Apply to Section I and/or Section II continued**

CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)

Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)

Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**

Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)

Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**

Condominium Association Coverage (BP 17 01 07 13)

Residential Community and Office Association Protector Endorsement (GN 69 04 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)

Communicable Disease Exclusion (BP 14 86 07 13)

Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)

Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties) (BP 14 78 07 13)

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Description of Rental Unit</u>
1	1	Condos rented to others
1	2	Condos rented to others
1	3	Condos rented to others
1	4	Condos rented to others
1	5	Condos rented to others
1	6	Condos rented to others
1	7	Condos rented to others
1	8	Condos rented to others
1	9	Condos rented to others
1	10	Condos rented to others
1	11	Condos rented to others
1	12	Condos rented to others
1	13	Condos rented to others
1	14	Condos rented to others
1	15	Condos rented to others
1	16	Condos rented to others
1	17	Condos rented to others
1	18	Condos rented to others
1	19	Condos rented to others
1	20	Condos rented to others
1	21	Condos rented to others
1	22	Condos rented to others
1	23	Condos rented to others
1	24	Condos rented to others
1	25	Condos rented to others
1	26	Condos rented to others
1	27	Condos rented to others
1	28	Condos rented to others
1	29	Condos rented to others
1	30	Condos rented to others
1	31	Condos rented to others
1	32	Condos rented to others

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Limitations/Exclusions continued**

1	33	Condos rented to others
1	34	Condos rented to others
1	35	Condos rented to others
1	36	Condos rented to others
1	37	Condos rented to others
1	38	Condos rented to others
1	39	Condos rented to others
1	40	Condos rented to others
1	41	Condos rented to others
1	42	Condos rented to others
1	43	Condos rented to others
1	44	Condos rented to others
1	45	Condos rented to others

Exclusion - Unmanned Aircraft (BP 15 11 12 16)

☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

Fungi or Bacteria Exclusion (Liability) (BP 05 77 01 06)

War & Cyber Operation, Operating System Event, and Widespread Event Exclusion (GN 66 35)

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Statement of Values

Loc

No.
Location Address

1

7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

1

Building

1%

\$

824,328

Description: 7507, 7515, 7521 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

2

Building

1%

\$

1,334,504

Description: 7533, 7539, 7545, 7551 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

3

Building

1%

\$

901,796

Description: 7563, 7569, 7575 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

4

Building

1%

\$

915,492

Description: 7601, 7607, 7615 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

5

Building

1%

\$

1,218,088

Description: 7502, 7508, 7514, 7520 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

6

Building

1%

\$

1,246,336

Description: 7532, 7538, 7544, 7550 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

7

Building

1%

\$

918,488

Description: 7568, 7574, 7580 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

8

Building

1%

\$

900,512

Description: 7600, 7606, 7612 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

9

Building

1%

\$

1,136,768

Description: 3500, 3506, 3512, 3518 Kirkaldy Ct

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
10	Building	1%	\$ 1,171,008
Description: 3530, 3536, 3542, 3548 Kirkaldy Ct			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
11	Building	1%	\$ 2,308,816
Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
12	Building	1%	\$ 1,588,554
Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
13	Building	1%	\$ 2,069,256
Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
14	Building	1%	\$ 2,068,126
Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
15	Building	1%	\$ 910,356
Description: 7661, 7667, 7673 Moors Pointe Way			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
16	Building	1%	\$ 917,632
Description: 3525, 3531, 3537 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
17	Building	1%	\$ 916,776
Description: 3501, 3507, 3515 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
18	Building	1%	\$ 529,864
Description: 3662, 3666 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
19	Building	1%	\$ 531,148
Description: 3650, 3654 Tartan Circle			

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS
Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
20	Building	1%	\$ 529,436
Description: 3636, 3640 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
21	Building	1%	\$ 833,744
Description: 3622, 3628, 3630 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
22	Building	1%	\$ 267,286
Description: 3725 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
23	Building	1%	\$ 527,724
Description: 3733, 3739 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
24	Building	1%	\$ 1,729,578
Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
25	Building	1%	\$ 1,806,870
Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
26	Building	1%	\$ 1,517,364
Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
27	Building	1%	\$ 1,564,146
Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
28	Building	1%	\$ 1,588,554
Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
29	Building	1%	\$ 1,263,028
Description: 7662, 7668, 7674, 7680 Moors Pointe Way			

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS

Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
30	Building	1%	\$ 828,608
Description: 3609, 3615, 3621 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
31	Building	1%	\$ 870,552
Description: 7695, 7697, 7699 Vernard Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
32	Building	1%	\$ 872,478
Description: 7670, 7672, 7674 Vernard Cir			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
33	Building	1%	\$ 1,145,328
Description: 7692, 7694, 7696, 7698 Vernard Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
34	Building	1%	\$ 872,264
Description: 3720, 3736, 3744 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
35	Building	1%	\$ 825,184
Description: 3750, 3774, 3786 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
36	Building	1%	\$ 1,595,786
Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
37	Building	1%	\$ 2,065,866
Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
38	Building	1%	\$ 2,043,718
Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
39	Building	1%	\$ 901,368
Description: 3716, 3728, 3740 Woodbridge Lane			

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Statement of Values continued**

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
40	Building	1%	\$ 1,190,696
Description: 3660, 3668, 3674, 3680 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
41	Building	1%	\$ 1,225,792
Description: 3602, 3608, 3614, 3620 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
42	Building	1%	\$ 1,190,696
Description: 3568, 3576, 3582, 3588 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
43	Building	1%	\$ 885,104
Description: 3510, 3516, 3520 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
44	Building	1%	\$ 1,175,288
Description: 3484, 3490, 3496, 3500 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
45	Building	1%	\$ 907,360
Description: 3458, 3464, 3470 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
46	Building	1%	\$ 50,000
Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)			

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Cyber Liability**

Named Insured: THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION	Transaction Effective Date: MAY 1, 2026	Policy Number: BO-11726363
Agent Name: MB RISK SERVICES		Agent Number: 7000
NOTICE • INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. • INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. • THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.		
Item 1. Limits of Liability per Insuring Agreement:		
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS		
(1) Multimedia Liability:	\$50,000	
(2) Security and Privacy Liability:	\$50,000	
(3) Privacy Regulatory Defense and Penalties:	\$50,000	
(4) PCI DSS Liability:	\$50,000	
(B) FIRST PARTY INSURING AGREEMENTS		
(1) Breach Event Costs:	\$50,000	
(2) BrandGuard®:	\$50,000	
(3) System Failure:	\$50,000	
(4) Cyber Extortion:	\$50,000	
Item 2. Maximum Aggregate Limit of Liability:	\$50,000	
Item 3. Endorsement Period:	From: 05/01/2026 To: 05/01/2027	
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage	
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable	

Endorsement that Applies

Cyber Liability (GN 66 06)

BUSINESSOWNERS POLICY | NEW POLICY DECLARATIONS**Property and Liability Forms and Endorsements**

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol "✓" beside a Form Number indicates that the Form is enclosed with this mailing.

✓ BP 00 03 07 13	✓ BP 14 88 07 13	✓ BP 15 11 12 16	✓ BP 04 17 01 10
✓ BP 04 04 01 10	✓ BP 01 36 09 17	✓ BP 04 83 01 10	✓ BP 05 76 01 10
✓ BP 05 77 01 06	✓ BP 05 15 12 20	✓ BP 05 23 01 15	✓ BP 05 42 01 15
✓ BP 14 86 07 13	✓ BP 05 26 01 15	✓ BP 05 64 01 15	✓ BP 05 17 01 06
✓ BP 04 53 07 13	✓ BP 17 01 07 13	✓ BP 14 78 07 13	✓ BP 04 46 07 13
✓ BP 03 12 01 10	✓ GN 66 35 02 25	✓ BP 05 95 05 14	✓ GL 66 01 11 22
✓ GN 66 14 07 20	✓ GN 66 10 07 20	✓ GN 66 06 07 20	✓ GN 69 04 07 20
✓ GN 66 20 07 20			

BUSINESSOWNERS 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 Coverage Form, 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.

In **Section II - Liability**, the word "insured" means any person or organization qualifying as such under Paragraph **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **H. Property Definitions** in **Section I - Property** and Paragraph **F. Liability And Medical Expenses Definitions** in **Section II - Liability**.

SECTION I - PROPERTY

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 includes Buildings as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, or both, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph **2. Property Not Covered**.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
- (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and

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

(6) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures;

(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 buildings or structures.

b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

(1) Property you own that is used in your business;

(2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph **E.5.d.(3)(b)**;

(3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and

(5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;

b. "Money" or "securities" except as provided in the:

(1) Money And Securities Optional Coverage; or

(2) Employee Dishonesty Optional Coverage;

- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic data", except as provided under Additional Coverages - Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system; or
- j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. Covered Causes Of Loss

Direct physical loss unless the loss is excluded or limited under **Section I - Property**.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) 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.
 - (2) 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.

- (3) 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. This limitation does not apply to the Optional Coverage for Money and Securities.

- (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

- (5) 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:
 - (a) 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
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- (6) Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (a) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (b) Changes in or extremes of temperature;
 - (c) Disease;
 - (d) Frost or hail; or
 - (e) Rain, snow, ice or sleet.

- b. 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:

- (1) Animals, and then only if they are killed or their destruction is made necessary.

- (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;
 - (b) Containers of property held for sale; or
 - (c) Photographic or scientific instrument lenses.

- c. For loss or damage by theft, the following types of property are covered only up to the limits shown (unless a higher Limit Of Insurance is shown in the Declarations):

- (1) \$2,500 for furs, fur garments and garments trimmed with fur.

(2) \$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.

(3) \$2,500 for patterns, dies, molds and forms.

5. 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 debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;

(c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

(d) Remove property of others of a type that would not be Covered Property under this policy;

(e) Remove deposits of mud or earth from the grounds of the described premises;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

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

(a) The most that 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 Paragraph (3)(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 Paragraphs (4)(a) and/or (4)(b) apply, 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

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) x .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 is 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 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 of 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 \$2,500 for service at each premises described in the Declarations, unless a different 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.

d. Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs 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 policy or that contains Covered Property insured under this policy, 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:
 - (i) A cause of loss listed in Paragraph (2)(a) or (2)(b);
 - (ii) One or more of the "specified causes of loss";
 - (iii) Breakage of building glass;
 - (iv) Weight of people or personal property; or
 - (v) 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)** Awnings;
- (b)** Gutters and downspouts;
- (c)** Yard fixtures;
- (d)** Outdoor swimming pools;
- (e)** Piers, wharves and docks;
- (f)** Beach or diving platforms or appurtenances;
- (g)** Retaining walls; and
- (h)** Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)**, we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

(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 Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;
- (b)** The personal property which collapses is inside a building; and
- (c)** The property which collapses is not of a kind listed in Paragraph **(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 policy.

(8) The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in Paragraphs **d.(1)** through **d.(7)**.

e. 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 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.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1)** Results in discharge of any substance from an automatic fire protection system; or
- (2)** Is directly caused by freezing.

f. Business Income

(1) Business Income

(a) 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 the described premises. 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 mean:

- (i)** The portion of the building which you rent, lease or occupy;
- (ii)** 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

- (iii) 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.
 - (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
 - (c) Business Income means the:
 - (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred 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; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
 - (d) Ordinary payroll expenses:
 - (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;
 - iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.
 - (ii) Include:
 - i. Payroll;
 - ii. Employee benefits, if directly related to payroll;
 - iii. FICA payments you pay;
 - iv. Union dues you pay; and
 - v. Workers' compensation premiums.
- (2) Extended Business Income**
- (a) 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:

- (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (ii) 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 Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

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.

- (b) 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.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of **Section I - Property**.
- g. Extra Expense**
 - (1) We will pay necessary Extra Expense 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 at the described premises. 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 mean:

- (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 means expense incurred:
- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (b) To minimize the suspension of business if you cannot continue "operations".
 - (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of **Section I - Property**.

h. 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 for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

i. Civil Authority

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 necessary 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.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I - Property**.

j. Money Orders And "Counterfeit Money"

We will pay for 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 bank 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 Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", 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 in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit Of Insurance is shown in the Declarations.

l. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (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 Paragraphs (3) through (9) of this Additional Coverage.

- (3) The ordinance or law referred to in Paragraph (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 "fungi", wet rot or dry rot; 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", "fungi", wet rot or dry rot.

- (6) The most we will pay under this Additional Coverage, for each described building insured under **Section I - Property**, is \$10,000. If a damaged building(s) 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 each damaged building, is \$10,000.

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 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 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 Property Loss Condition in **Section I - Property** 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 Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit Of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

- (a) Source of materials; or
- (b) Outlet for your products.

(3) 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) Dependent property means property owned by others whom you depend on to:

- (a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which;

- (a) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or
- (b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

- (i) Water supply services;
- (ii) Wastewater removal services;
- (iii) Communication supply services; or
- (iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

(6) The coverage period for Business Income under this Additional Coverage:

- (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 or secondary dependent property; and
- (b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced

with reasonable speed and similar quality.

- (7) The Business Income coverage period, as stated in Paragraph (6), does not include any increased period required due to the enforcement of or compliance with 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 date of this policy will not reduce the Business Income coverage period.

- (8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

- (1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- (2) 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.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:
 - (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) 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.

- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer 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.
- (3) The most we will pay under this Additional Coverage - Electronic Data 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, is \$10,000, unless a higher Limit Of Insurance is shown in the Declarations. 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.
- (4) This Additional Coverage does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

q. Interruption Of Computer Operations

- (1) 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.
- (2) With respect to the coverage provided under this Additional Coverage, the

Covered Causes of Loss are subject to the following:

- (a) Coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
 - (b) If the Businessowners Coverage 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.
 - (c) The Covered Causes of Loss include a computer 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, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage - Interruption Of Computer Operations 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, is \$10,000 unless a higher Limit Of Insurance is shown in the Declarations. 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.
- (4) 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 (3) above has not been exhausted.

(5) 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 Paragraphs (1) through (4) of this Additional Coverage.

(6) 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 Paragraphs (1) through (4) of this Additional Coverage.

(7) This Additional Coverage 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.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

(1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs 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.

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 "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; 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 "fungi", wet rot or dry rot is present.

(3) The coverage described under 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) 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 "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, 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 "fungi", wet rot or dry rot, 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 "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes 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 the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage:
- (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense Additional Coverages 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 "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot 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.

6. Coverage Extensions

In addition to the Limits of Insurance of **Section I - Property**, you may extend the insurance provided by this policy as provided below.

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:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, 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) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or
- (b) 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.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

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

(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 Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following 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 \$2,500, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

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.

d. Personal Effects

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

personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

(1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

(2) This Coverage Extension does not apply to:

- (a) Property held as samples or for delivery after sale; and
- (b) Property in storage away from the premises shown in the Declarations.

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

(4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

(5) Paragraph B. Exclusions in Section I - Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War And Military Action;
- (d) Paragraph B.2.f., Dishonesty;

- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.2.m.(2)**, Errors Or Omissions; and
- (g) Paragraph **B.3**.

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

- (3) Paragraph **B**. Exclusions in **Section I - Property** does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;
 - (e) Paragraph **B.2.g.**, False Pretense;
 - (f) Paragraph **B.3.**; and
 - (g) Paragraph **B.6.**, Accounts Receivable Exclusion.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to 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

buildings or structures described in the Declarations or within 100 feet of the described premises, whichever distance is greater.

- (2) The limitation under Paragraph **A.4.a.(5)** 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.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance Or Law

- (1) The enforcement of or compliance with any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) 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 Paragraphs **(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 of or damage to Covered 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 policy.

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.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data".

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.

h. Certain Computer-related Losses

- (1) The failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to any insured or to others:
 - (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
 - (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
 - (iii) "Computer" operating systems and related software;
 - (iv) "Computer" networks;
 - (v) Microprocessors ("computer" chips) not part of any "computer" system; or
 - (vi) Any other computerized or electronic equipment or components; or
 - (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above, results in a "specified cause of loss" under **Section I - Property**, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi", Wet Rot Or Dry Rot

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

But if "fungi", wet rot or dry rot results 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 "fungi", wet rot or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

j. Virus Or Bacteria

- (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion i.
- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".

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

a. Electrical Apparatus

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:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

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

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

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.

e. Frozen Plumbing

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.

f. Dishonesty

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the

property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), 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 or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

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.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

- (1) Collapse, including any of the following conditions of property or any part of the property:

- (a) An abrupt falling down or caving in;
- (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph i.(1)(a) or i.(1)(b).

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.

- (2) This Exclusion i. 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.

j. Pollution

We will not pay for loss or damage caused by or resulting from the 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".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

- (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.

This exclusion does not apply with respect to the breakdown of "computer(s)";
- (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 Paragraphs (1) through (7) above 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.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of **Section I - Property**.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

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.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **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

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

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. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion:

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.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income 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.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

- (1) The partial slowdown or complete cessation of your business activities; and
- (2) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

- a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limits Of Insurance of **Section I - Property** shown in the Declarations.
- 2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.
- 3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of **Section I - Property**:
 - a. Fire Department Service Charge;
 - b. Pollutant Clean-up And Removal;
 - c. Increased Cost Of Construction;
 - d. Business Income From Dependent Properties;
 - e. Electronic Data; and
 - f. Interruption Of Computer Operations.

4. Building Limit - Automatic Increase

- a. In accordance with Paragraph **C.4.b.**, the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.
- b. The amount of increase is calculated as follows:
 - (1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit by:
 - (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or

(b) .08, if no percentage of annual increase is shown in the Declarations; and

- (2) Multiply the number calculated in accordance with **b.(1)** by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example

If:

The applicable Building limit 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

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

5. Business Personal Property Limit - Seasonal Increase

- a. Subject to Paragraph **5.b.**, the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property - Seasonal Increase percentage shown in the Declarations; or

(2) 25% if no Business Personal Property - Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

- b. The increase described in Paragraph **5.a.** will apply only if the Limit Of Insurance shown for 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. Deductibles

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of **Section I - Property**.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

- a. Money and Securities;
- b. Employee Dishonesty;
- c. Outdoor Signs; and
- d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

- a. Fire Department Service Charge;
- b. Business Income;
- c. Extra Expense;
- d. Civil Authority; and
- e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on 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 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 Limits of Insurance of **Section I - Property**. 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.

(9) 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.

4. 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 two years after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

a. 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;

(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 Paragraph d.(1)(e) below.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(i) The Limit of Insurance under **Section I - Property** that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

(b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

(i) The actual cash value of the lost or damaged property; or

(ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

Example

The full replacement cost of property which suffers a total loss is \$100,000. The property is insured for \$70,000. 80% of the full replacement cost of the property

immediately before the loss is \$80,000 ($\$100,000 \times .80 = \$80,000$). A partial loss of \$25,000 is sustained. The amount of recovery is determined as follows:

Amount of recovery

$$\begin{aligned} \$70,000 \div \$80,000 &= .875 \\ .875 \times \$25,000 &= \$21,875 \end{aligned}$$

- (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 on a replacement cost basis 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:

 - (i)** Until the lost or damaged property is actually repaired or replaced; and
 - (ii)** Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.
- (e)** 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.
- (2)** If the Actual Cash Value - Buildings option applies, as shown in the Declarations, Paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3)** The following property at actual cash value:

 - (a)** Used or secondhand merchandise held in storage or for sale;
 - (b)** Property of others. However, 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;

- (c)** Household contents, except personal property in apartments or rooms furnished by you as landlord;
- (d)** Manuscripts; and
- (e)** Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.

- (4)** Glass at the cost of replacement with safety glazing material if required by law.
- (5)** Tenants' improvements and betterments at:

 - (a)** Replacement cost if you make repairs promptly.
 - (b)** A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

 - (i)** Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii)** Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (c)** Nothing if others pay for repairs or replacement.
- (6)** Applicable only to the Optional Coverages:

 - (a)** "Money" at its face value; and
 - (b)** "Securities" at their value at the close of business on the day the loss is discovered.
- (7)** Applicable only to accounts receivable:

 - (a)** If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:

 - (i)** We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii)** We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (i) The amount of the accounts for which there is no loss or damage;
- (ii) The amount of the accounts that you are able to reestablish or collect;
- (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
- (iv) All unearned interest and service charges.

e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. 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 within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:

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

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 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.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain

the property. But then you must 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 Limits of Insurance of **Section I - Property**.

7. Resumption Of Operations

We will reduce the amount of your:

- a. 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.
- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

8. 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 Paragraphs (a) and (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 Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. 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 Form 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.

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 policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this policy 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 policy 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 policy:
 - (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.

3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under **Section I - Property**:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below:

1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph **A.3.**, Covered Causes Of Loss and Paragraph **B.**, Exclusions in **Section I - Property** do not apply to this Optional Coverage, except for:
 - (1) Paragraph **B.1.c.**, Governmental Action;

- (2) Paragraph **B.1.d.**, Nuclear Hazard; and
- (3) Paragraph **B.1.f.**, War And Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to **Section I - Property**, we will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) 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.
- c. The most we will pay for loss in any one occurrence is:
 - (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
 - (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.
- d. All loss:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
 is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

- a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph **a.**), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
 - (4) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.

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

d. All loss or damage:

- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts;
- is considered one occurrence.

e. If any loss is covered:

- (1) Partly by this insurance; and
- (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:

- (1) You; or
- (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:

- (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of

Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:

- (1) This Optional Coverage as of its effective date; or
- (2) The prior insurance had it remained in effect.

j. With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., employee means:

(1) Any natural person:

- (a) While in your service or for 30 days after termination of service;
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who 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 Paragraph (1) above, who is on leave; or
- (b) To meet seasonal or short-term workload conditions;

(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 defined in Paragraph (2) above;

(4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee 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 usual duties of an employee.

4. Equipment Breakdown Protection Coverage

a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to

pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (3) Damage to any vacuum tube, gas tube, or brush; or
- (4) The functioning of any safety or protective device.

b. Paragraphs **A.4.a.(1)** and **A.4.a.(2)**, Limitations, do not apply to this Optional Coverage.

c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph **B. Exclusions** do not apply:

- (1) Paragraph **B.2.a.**, Electrical Apparatus;
- (2) Paragraph **B.2.d.**, Steam Apparatus; and
- (3) Paragraph **B.2.I.(6)**, Mechanical Breakdown.

d. With respect to the coverage provided by this Optional Coverage, Paragraph **G.1.c.(5)** of the **Outdoor Signs Optional Coverage** does not apply.

e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

f. With respect to Additional Coverages **5.f.** Business Income and **5.g.** Extra Expense, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

With respect to the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time

deductible otherwise applicable to the Business Income coverage provided by this policy.

g. With respect to the coverage provided by this Optional Coverage, Paragraph **H. Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production-type machinery or equipment.

h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

- "Computer" does not include those used to operate production-type machinery or equipment.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
 3. "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.
 4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 5. "Manager" means a person serving in a directorial capacity for a limited liability company.
 6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 7. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Traveler's checks, register checks and money orders held for sale to the public.
 8. "Operations" means your business activities occurring at the described premises.
 9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (b) 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
 - (2) Ends on the earlier of:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.
 - b. 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".
 10. "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.
 11. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other 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".
 12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

 - 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 of 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 any part of a system or

appliance (other than a sump system including its related equipment and parts) containing 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 that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

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 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 ground surface.

13. "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.

14. "Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II - LIABILITY

A. Coverages

1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or 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 Paragraph **D. Liability And Medical Expenses Limits Of Insurance in Section II - Liability**; 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 or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension - Supplementary Payments**.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1. 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 before the policy period.

- (2) 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.

- 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 **C.1. 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 "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 C.1. 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".

f. Coverage Extension - Supplementary Payments

(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 Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (c) The cost of bonds to release attachments, but only for bond amounts within our 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 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 our Limit of Insurance.

These payments will not reduce the limit of liability.

(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:
 - (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".

- (3) So long as the conditions in Paragraph (2) 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 **B.1.b.(2)** Exclusions in **Section II - 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:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above, are no longer met.

2. Medical Expenses

- 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 Limits of Insurance of **Section II - Liability**. 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.

B. Exclusions

1. Applicable To Business Liability Coverage

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 attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. 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 allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an 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;

- (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"; or
 - (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 allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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 51 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 or motor vehicle registration law where it is licensed or principally garaged; or
 - (b) The operation of any of the following machinery or equipment:
 - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing 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", "property damage" or "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 government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering 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, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) 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;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the

supervision, hiring, employment, training or monitoring of others by an 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 or failure to render of any professional service.

k. 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 contractor or subcontractor working directly or indirectly on your behalf is 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 Paragraph D. Liability And Medical Expenses Limits Of Insurance in **Section II - Liability**.

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".

l. Damage To Your Product

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

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Committed by an insured whose 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.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under Paragraph F. Liability And Medical Expenses Definitions.

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

(9) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

(10) With respect to any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;

(12) 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;

(13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. 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 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.

r. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage" or "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 Transaction 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., d., e., f., g., h., i., k., l., m., n.** and **o.** in **Section II - Liability** 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 Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits of Insurance in Section II - Liability.**

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage - Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business 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 the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (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 Medical Expenses 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 Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "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.
- d.** As used in this exclusion:
- (1)** "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (2)** "Hazardous properties" include radioactive, toxic or explosive properties;
- (3)** "Nuclear facility" means:
- (a)** Any "nuclear reactor";
 - (b)** Any equipment or device designed or used for:
 - (i)** Separating the isotopes of uranium or plutonium;
 - (ii)** Processing or utilizing "spent fuel"; or
 - (iii)** 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;
- (4)** "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (5)** "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;
 - (6)** "Property damage" includes all forms of radioactive contamination of property;
 - (7)** "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (8)** "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (9)** "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
 - (10)** "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 Paragraphs (a) and (b) of the definition of "nuclear facility".

C. 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), or 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" as a consequence of Paragraph (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 (a) or (b); 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 policy.

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.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of **Section II - Liability** 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 most we will pay for the sum of all damages because of all:
 - a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
 - b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;is twice the Liability and Medical Expenses limit.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **Section II - Liability** 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.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation 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 that 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 policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the 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. Separation Of Insureds

Except with respect to the Limits of Insurance of **Section II - Liability**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses 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 or motor vehicle registration 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:
 - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) 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, roadbeds, tunnel, underpass or crossing;
 - (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b)** Giving directions or 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 Paragraph **(2)** above and supervisory, inspection or engineering services.
- 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, on which are 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 land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration 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" 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.

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 the job site has been put to its intended use by any other 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent,

unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- 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; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

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, 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 damage 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.

**SECTION III - COMMON POLICY CONDITIONS
(APPLICABLE TO SECTION I - PROPERTY AND
SECTION II - LIABILITY)**

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. Five days before the effective date of cancellation if any one of the following

conditions exists at any building that is Covered Property in this policy:

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started; and

(b) Have not been contracted for; within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 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. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. 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.

E. 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 and 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.

F. 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.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. If there is other insurance covering the same loss or damage, 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 of **Section I - Property**.
2. Business Liability Coverage is excess over:
 - a. Any other insurance that insures for direct physical loss or damage; or
 - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. 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.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy 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 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.
3. 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.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:
If any person or organization to or for whom we make payment under this policy 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:
 - a. Prior to a loss to your Covered Property.
 - b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. 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.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III - Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. Exclusion B.1.g. is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) 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". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (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;

(c) 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;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) 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

(ii) The operation of any of the following machinery or equipment:

i. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

ii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

B. The following is added to Exclusion B.1.p. Personal And Advertising Injury:

This insurance does not apply to:

p. Personal And Advertising Injury

"Personal and advertising injury":

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to Paragraph F. Liability And Medical Expenses Definitions:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B.1. Exclusions - Applicable To Business Liability Coverage** in **Section II - Liability**:

This insurance does not apply to "bodily injury" or "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 "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (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.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS 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 Paragraph **A.1. Business Liability** in **Section II - 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 Paragraph **A.1. Business Liability** in **Section II - Liability** applies to "bodily injury" or "property damage" arising out of the 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 **B.1. Applicable To Business Liability Coverage** in **Section II - Liability**, other than Exclusions **a.**, **b.**, **d.**, **f.** and **i.** and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

a. "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:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "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. "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. Paragraph **C. Who Is An Insured** in **Section II - Liability** 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 yours;

but 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 omissions 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 his 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 sublessee) 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, Paragraph **H. Other Insurance** in **Section III - Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

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. "Non-owned auto" means any "auto" you do not own, lease, hire, 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.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

2. Appraisal

If we and you disagree on 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 independent appraiser. The two appraisers will select a competent and impartial 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 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. The following is added to Paragraph **E.4. Legal Action Against Us** Property Loss Condition:

The time for commencing an action against us is tolled from the time you notify us of the loss or damage until we formally deny liability for the claim.

3. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition and Paragraph **F.2. Mortgageholders** Property General Condition:

If a municipality has elected to apply the provisions of 1998 Michigan Public Act 217, a part of our payment for fire, explosion, vandalism, windstorm or hail, or riot or civil commotion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to the provisions of the Act. The withheld amount will be paid either to:

- (a) The municipality;
- (b) You and the mortgageholder, if any; or
- (c) With your consent, the licensed contractor hired by you to perform repair, replacement, or removal services on the lost or damaged real property;

according to the provisions of Public Act 217. We will notify you, any mortgageholder and the municipality of any loss subject to the provisions of Public Act 217.

If a municipality has elected to apply the provisions of MICH. COMP. LAWS § 500.3011, any further payment for claims for loss or damage to your covered property caused by fire or explosion of \$2,000 or more will be withheld if you have failed to submit a required report to the fire or law enforcement authority designated by the municipality.

B. Section II - Liability is amended as follows:

1. Paragraph **A.1.f.(1)(f) Coverage Extension - Supplementary Payments** is replaced by the following:

- (f) Prejudgment interest awarded against the insured on the part of the judgment we pay.

2. Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition is amended as follows:

- a. Paragraph **b.** is replaced by the following:

- 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 notice of the claim or "suit" as soon as practicable.

Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

- b. Paragraph **d.** is replaced by the following:

- d. Failure to:

- (1) Give us notice of an "occurrence", offense, claim or "suit" as soon as practicable; or
- (2) Immediately send us copies of demands, notices, summonses or legal papers received in connection with the claim or "suit";

shall not invalidate the claim made by you if it shall be shown that it was not reasonably possible to give us notice as soon as practicable or to immediately send us copies, and that you gave us notice and sent us copies as soon as was reasonably possible.

c. The following paragraph is added:

- e. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Section III - Common Policy Conditions is amended as follows:

1. Paragraphs **A.1., A.2., A.3.** and **A.5. Cancellation** are replaced by the following:

- 1. The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.

2. We may cancel this Policy by mailing or delivering to the first Named Insured, with postage fully prepaid, 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 or our authorized agent.

5. If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF INSURANCE-TO-VALUE PROVISION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph **E.5.d. Loss Payment** Property Loss Condition in **Section I - Property** is amended as follows:

A. Paragraph **d.(1)(a)** is replaced by the following:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(i) The Limit of Insurance under **Section I - Property** that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

B. Paragraph **d.(1)(b)** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - LIMITED FUNGI COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** In the Limited Coverage for "Fungi", Wet Rot Or Dry Rot, the amount of \$15,000 is deleted and replaced by the amount indicated in the Declarations.
- B.** If the Declarations indicates that the Separate Premises Or Locations Option applies, then the amount of coverage is made applicable to separate premises or locations as described in the Declarations. For each premises or location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth in Paragraph **A.5.r.(3)** of the Limited Coverage For "Fungi", Wet Rot Or Dry Rot.
- C.** 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 "fungi", wet rot or dry rot, 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.
- D.** Under the Limited Coverage For "Fungi", Wet Rot Or Dry Rot, in the section applicable to Business Income and/or Extra Expense coverage, the number of days (30 days) in both paragraphs is deleted and replaced by the number of days indicated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II - Liability**:

A. The following exclusion is added to Paragraph B.1., Exclusions - Applicable To Business Liability Coverage:

t. Fungi or Bacteria

- (1) "Bodily injury", "property damage" or "personal and advertising injury" 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.

- (2) Any loss, cost or expenses 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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added Paragraph F. Liability And Medical Expenses Definitions:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

SCHEDULE - PART I	
Terrorism Premium (Certified Acts)	\$ NO PREMIUM CHARGED
Additional information, if any, concerning the terrorism premium: NOT APPLICABLE	
SCHEDULE - PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

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:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

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.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

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:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II - Liability** of the Businessowners Coverage Form **BP 00 03**:

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 Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** in **Section II - Liability**:

Communicable Disease

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR
RADIOLOGICAL TERRORISM; CAP ON COVERED
CERTIFIED ACTS LOSSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following definition is added with respect to the provisions of this endorsement:

"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. Section I - Property** is amended as follows:

1. The following exclusion is added:

a. Limited Exclusion Of Certified Acts Of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

- (1) The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- (2) Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
- (3) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or

- (4) Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.a.(1)** or **B.1.a.(2)**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

2. Exception Covering Certain Fire Losses

The following exception to the Exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Declarations.

If a "certified act of terrorism" excluded under Paragraph **B.1.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under business income and/or extra expense coverage or endorsements that apply to those coverages.

- C. Section II - Liability** is amended as follows:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

- a. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- b. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

2. The following definition is added:

- a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this coverage form or any applicable endorsement, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in this coverage form or any applicable endorsement.

D. **Section I - Property** and **Section II - Liability** are amended as follows:

CAP ON CERTIFIED TERRORISM LOSSES

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraphs **B.1.** and **C.1.** and to any loss or damage that is covered and to which the exception in Paragraph **B.2.** applies.

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.

E. The following provision is added to **Section I - Property** and **Section II - Liability**:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM (RELATING
TO DISPOSITION OF FEDERAL TERRORISM RISK
INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property and Section II - Liability are amended as follows:

1. Applicability Of The Provisions Of This Endorsement

a. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

(1) The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or

(2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(a) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(c) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

b. If the provisions of this endorsement become applicable, such provisions:

(1) Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or injury or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

(2) Remain applicable unless we notify you of changes in these provisions, in response to federal law.

c. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

2. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. Section I - Property is amended as follows:

1. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item 1.e., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply,

for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

2. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Declarations.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages or endorsements that apply to those coverages.

3. Application Of Other Exclusions

When the Exclusion Of Terrorism applies in accordance with the terms of Paragraph 1.a. or 1.b., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

C. Section II - Liability is amended as follows:

1. The following definition is added and applies under this endorsement wherever the phrase any injury or damage, is enclosed in quotation marks:

"Any injury or damage" means any injury or damage covered under this Coverage Form or any applicable endorsement, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury", as may be defined under this Coverage Form or any applicable endorsement.

2. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- a. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

- c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- f. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (1) Physical injury that involves a substantial risk of death; or
 - (2) Protracted and obvious physical disfigurement; or
 - (3) Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **2.e.** or **2.f.** are exceeded.

With respect to this Exclusion, Paragraphs **2.e.** and **2.f.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

D. The following provision is added to Section I - Property and Section II - Liability:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion is added to Paragraph **B. Exclusions** in **Section II - Liability**:

B. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B.** The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions** in **Section II - Liability**:

1. "Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. We will pay for direct physical loss or damage to Covered Property, covered under **Section I - Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **A.2.**, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from:

1. An insured's failure to keep a sump pump or its related equipment in proper working condition;
2. An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

C. The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Covered Property Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Covered Property Annual Aggregate Limit Of Insurance is indicated in the Declarations.

The applicable Covered Property Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that limit 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.

D. The following provisions apply to **Section I - Property** and supersede any provisions to the contrary:

The most we will pay under:

1. Paragraph **A.5.f.** Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement; and
2. Paragraph **A.5.g.** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement;

is the Business Income And Extra Expense Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Business Income And Extra Expense Annual Aggregate Limit Of Insurance is shown in the Declarations.

The applicable Business Income And Extra Expense Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph **A.** of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

E. With respect to the coverage provided under this endorsement, the **Water** Exclusion in **Section I - Property** is replaced by the following:

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

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., 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 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- F. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Paragraph A.1.a. Building in Section I - Property is replaced by the following:

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. Paragraph A.1.b. Business Personal Property in Section I - Property is replaced by the following:

b. Business Personal Property located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, 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;
- (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

- C. The following is added to the **Loss Payment Condition** in **Section I - Property**:

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.

- D. The following is added to the **Property Loss Conditions** in **Section I - Property**:

9. 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.

- E. The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability**:

3. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

- F. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions**:

3. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF
PRODUCTION OR PROCESSING OPERATIONS
(RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

- A.** The terms of this endorsement apply to the rental unit(s) described in the Declarations, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Declarations. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph **B.** of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

A. Each Coverage - Coverage **1**, Coverage **2** and Coverage **3** - is provided under this endorsement only if that Coverage(s) is chosen by entry in the Declarations and then only with respect to the building identified for the Coverage(s) in the Declarations.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

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; and

b. Is in force at the time of loss.

But coverage under this endorsement 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 endorsement.

2. The building sustains direct physical damage:

a. That is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or

b. That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

c. But if the damage 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 B.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2 and/or 3 of this endorsement. 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.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in a requirement to

comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of Coverages **1**, **2** and/or **3** of this endorsement.

C. We will not pay under Coverage 1, 2 or 3 of this endorsement for:

1. Enforcement of or compliance with 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 "fungi", wet rot or dry rot; or

2. The costs associated with the enforcement of or compliance with 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", "fungi", wet rot or dry rot.

D. Coverage

1. Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **1** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. Coverage **1** is included within the Limit Of Insurance shown in the Declarations as applicable to the covered building. Coverage **1** does not increase the Limit of Insurance.

2. Coverage 2 - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to **Demolition Cost Coverage**.

3. Coverage 3 - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

a. Repair or reconstruct damaged portions of that building; and/or

- b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- a. 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.
- b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to the **Increased Cost Of Construction Coverage**.

E. Loss Payment

1. All following loss payment Provisions **E.2.** through **E.5.** are subject to the apportionment procedure set forth in Section **B.3.** of this endorsement:
2. When there is a loss in value of an undamaged portion of a building to which Coverage **1** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the property is **not** repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.
3. Unless Paragraph **E.5.** applies, loss payment under Coverage **2** - Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

 - a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The applicable Limit Of Insurance shown for Coverage **2** in the Declarations.
4. Unless Paragraph **E.5.** applies, loss payment under Coverage **3** - Increased Cost Of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage **3**:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) 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 under Coverage **3** is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage **3** in the Declarations.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **3** is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage **3** in the Declarations.
5. If a Combined Limit Of Insurance is shown for Coverages **2** and **3** in the Declarations, Paragraphs **E.2.** and **E.3.** of this endorsement do not apply with respect to the building property that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost Of Construction, is the Combined Limit Of Insurance shown for Coverages **2** and **3** in the Declarations. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

 - a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - b. With respect to the Increased Cost Of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and

(b) 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.

(2) 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 is the increased cost of construction at the same premises.

(3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Under this endorsement, we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and
2. You failed to comply with.

H. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement).

Assume:

- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;
- The building has a value of \$200,000;
- Total direct physical damage to building: \$100,000;
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;
- Portion of direct physical damage that is covered (caused by wind): \$30,000;
- Portion of direct physical damage that is not covered (caused by flood): \$70,000; and
- Loss under Ordinance or Law Coverage 3 of this endorsement: \$60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$\$30,000 \text{ divided by } \$100,000 = .30$

Step 2: Apply that proportion to the Ordinance or Law loss.

$\$60,000 \times .30 = \$18,000$

In this example, the most we will pay under this endorsement for the Coverage 3 loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Coverages 1 and 2 of this endorsement.

I. If shown as applicable in the Declarations of this endorsement, the following applies:

Business Income And Extra Expense Optional Coverage

1. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:

- a. Regulates the construction or repair of any property;
- b. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- c. Is in force at the time of loss.

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 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".

2. Paragraph H.9. **Period Of Restoration** Definition is replaced by the following:

9. "Period of restoration" means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Declarations; or

(2) Immediately after the time of the 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" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions apply to **Section I - Property**:

The Windstorm or Hail Deductible, as shown in the Declarations and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Declarations, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATION

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Declarations) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;
3. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Declarations for any described premises.

EXAMPLE - APPLICATION OF DEDUCTIBLE

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

BUILDING

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

PERSONAL PROPERTY

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720). The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR & CYBER OPERATION, OPERATING SYSTEM EVENT, AND
WIDESPREAD EVENT EXCLUSION**

This endorsement modifies insurance provided under the following:

1. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - a. any **war**;
 - b. any **cyber operation** carried out as part of any **war**; or
 - c. any **cyber operation** that causes a sovereign state to become an **impacted state**.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **war** and **cyber operation**.

However, this exclusion does not apply to an **act of cyber terrorism** to the extent coverage is provided by the Cyber Liability Endorsement form. To the extent coverage is provided by the Cyber Liability endorsement, paragraph c. above shall also not apply to the direct or indirect effect of a **cyber operation** on any **insured computer system** that is not physically located in an **impacted state** but is affected by a **cyber operation**.

2. This entire policy, under all sections and endorsements, excludes any loss, damage, liability, claim, insured event, cost or expense, of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **widespread event**. The determination of whether an event constitutes a **widespread event** will rely upon any available evidence such as information from governments, news media, qualified IT forensics firms, computer experts and claims reported to us.

This exclusion applies even if damages or losses are claimed for notification expenses, breach support and credit monitoring expenses, identity theft expenses, privacy breach response costs, forensic expenses, public relations expenses, data restoration expenses, cyber extortion expenses or any other similar cost or expense incurred by any **insured** or others arising out of a **widespread event**.

3. With respect to all Insuring Agreements under all sections and endorsements of this policy, there is no coverage for any loss or claim based upon, arising from, or in any way involving an **operating system event**.

4. The following definitions are added. If a term is defined below or within the policy or endorsements, the definitions below apply:

- a. "**Act of cyber terrorism**" means the premeditated use of disruptive activities, or the threat to use disruptive activities, against a **computer system**, including any associated network and **data** stored thereon, with the intention to cause harm, to further social, ideological, religious, political, or similar objectives, or to intimidate any person in furtherance of such objectives; provided that such activities are not committed by, or at the express direction of, a sovereign state or a government simultaneously engaged in **war** or a **cyber operation** carried out as part of any **war**.
- b. "**Application program**" means any computer software program that performs a particular function or task within the **computer operating system** for the end-user, including, but not limited to, database programs, web browsers, enterprise software, word processors, graphics software and media players.
- c. "**Attack vector**" means the method or combination of methods that are used in a **hacking attack**.
- d. "**Computer operating system**" means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **application program**. **Computer operating system** does not include an **application program**.
- e. "**Computer System**" means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.

- f. **"Cyber operation"** means the use of a **computer system** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a **computer system** of or in another sovereign state.
- g. **"Data"** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.
- h. **"Essential service"** means any service that is essential for the proper operation and maintenance of vital functions of a sovereign state, including, but not limited to, financial services (including services related to financial institutions and associated financial market infrastructure), health services, utility services, emergency services, and/or services that are essential for the proper operation of the food, energy and/or transportation sector.
- i. **"Impacted state"** means a sovereign state where a **cyber operation** has had a major detrimental impact on:
- (1) the functioning of that sovereign state due to disruption of the availability, integrity or delivery of an **essential service** in that sovereign state; and/or
 - (2) the security or defense of that sovereign state.
- j. **"Operating system event"** means a single act of exploitation of, or a series of related, repeated or continuing acts of exploitation of, software vulnerabilities in a **computer operating system**, including, but not limited to, ransomware, wiper malware, computer worms, and computer viruses, the impact of which is of sufficient intensity, scale or effect to cause a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **essential service** in that sovereign state; provided, however, a major detrimental impact on the functioning of a sovereign state shall not result from an attack, or related series of attacks, solely impacting an **insured**. For purposes of this definition, a major detrimental impact on the functioning of a sovereign state shall be deemed to occur when such impact has been made public through the media, official statements or otherwise.

- k. **"Related hacking attack"** means a **hacking attack** with:

- (1) the same actor or a coordinated group of actors;
- (2) the same **attack vector**;
- (3) the same vulnerability; or
- (4) the common impacted vendor or group of impacted vendors as any other person or entity holding cyber coverage through us.

Related hacking attack does not include a **hacking attack** which deceives or manipulates any insured to execute subsequent, intervening actions in order to constitute or cause the claim.

- l. **"War"** means any:

- (1) war, invasion, acts of foreign enemies, hostilities, or civil war (whether war is declared or not); or
- (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;
- (3) rebellion, revolution, insurrection, usurped power, civil commotion assuming the proportions of or amounting to an uprising, or any action taken by a governmental authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions;
- (4) confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority; or
- (5) any discharge of nuclear weapon, even if accidental.

- m. **"Widespread event"** means a **related hacking attack** that impacts 40 other persons or entities holding Cyber coverage through us that is discovered, or should have been discovered, within 90 days of the first such person or entity discovering, or when the first such person or entity should have discovered, such **hacking attack**.

The inapplicability of this exclusion does not serve to create coverage for injury or damage that is otherwise excluded elsewhere in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY - LIMITED COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. Exclusion B.1.q. is replaced by the following:

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

(1) Damages, other than damages because of "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; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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".

B. The following is added to Paragraph B.1.p. Personal And Advertising Injury Exclusion of Section II - Liability:

This insurance does not apply to:

p. Personal And Advertising Injury

"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.

C. The following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

Subject to 2. and 4. above, the Loss Of Electronic Data Limit shown in the Declarations is the most we will pay under Paragraph A.1. Business Liability for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

D. The following definition is added to Paragraph F. Liability And Medical Expenses Definitions:

"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.

E. For the purposes of the coverage provided by this endorsement, Paragraph 17. of Paragraph F. Liability And Medical Expenses Definitions is replaced by the following:

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;
- 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; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" 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.

ABSOLUTE PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This entire policy, including all forms and endorsements, excludes any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any PFAS or "PFAS-containing products".

This absolute exclusion includes but is not limited to any presence or alleged presence of PFAS or "PFAS-containing products" at any concentration and any exposure or alleged exposure to PFAS or "PFAS-containing products" at any concentration. For purposes of this exclusion, PFAS includes any chemical classified as PFAS in the past, present, and future.

The addition of this endorsement does not mean that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related loss, damage, liability, claim, cost, expense, or legal obligation.

"PFAS-containing products" means:

- a. Any goods or products that contain PFAS chemicals; and
- b. Containers, materials, parts, or equipment furnished in connection with such goods or products.

"PFAS-containing products" includes:

- a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of such product; and
- b. Providing or failing to provide warnings, advice, or instructions in connection with such products.

All other provisions of this policy remain in force.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property	
Premises Boundary	1,000 feet
Additional Coverages	
Preservation of Property	No time period
Business Income - Waiting Period	No waiting period
Business Income - Civil Authority - Waiting Period	No waiting period
Coverage Extensions	
Newly Acquired or Constructed Property Period of Coverage Business Income and Extra Expense - Newly Acquired Locations	90 day period Actual Loss Sustained
Outdoor Property	\$10,000
Other Coverages	
Money and Securities	\$5,000 On-Premises \$5,000 Off-Premises
Employee Dishonesty	\$5,000
Forgery Or Alteration	\$5,000
Fine Arts	\$500
Service Buildings and Incidental Structures	\$5,000
Inventory and Loss Appraisal	\$5,000
Reward Payment	\$5,000
Spoilage	\$1,000
Rekeying of Locks/Lock Replacement	\$500
Building Glass Coverage	\$50 Deductible
Premises Damage from Burglary	Included
Utility Services - Direct Damage	\$2,500
Utility Services - Time Element	\$2,500
Section II - Liability	
Incidental Malpractice Liability	Included
Electronic Data Liability - Limited Coverage	\$5,000

The coverages provided by this endorsement are replaced by any identical coverage provided by your policy with a limit equal to or greater than the limit provided in this endorsement. The coverages provided below are not excess of any identical coverage found elsewhere in this policy.

PREMISES BOUNDARY EXTENDED TO 1,000 FEET.

Throughout the form modified by this endorsement the words "within 100 feet" are replaced by "within 1,000 feet".

PRESERVATION OF PROPERTY

Paragraph **A.5.b.(2) Additional Coverages of Section I - Property** is deleted.

BUSINESS INCOME - WAITING PERIOD

Paragraph **H.9.a.(1)(a) Property Definitions**, "Period of Restoration" of **Section I - Property** is replaced by:

- (a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or

BUSINESS INCOME - CIVIL AUTHORITY - WAITING PERIOD

The fourth paragraph of **Additional Coverages A.5.i. Civil Authority of Section I - Property** is replaced by the following:

Civil Authority Coverage for Business Income will begin immediately 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.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

Paragraph **A.6.a. Newly Acquired or Constructed Property of Section I - Property** is amended as follows:

1. Paragraph **A.6.a.(3)(b) Period of Coverage** is replaced by the following:

(b) 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or

2. The following paragraph is added:

Business Income and Extra Expense

The coverage for Business Income and Extra Expense, as provided in the Businessowners Coverage Form, is extended to apply to property at a location you newly acquire.

Insurance under this Coverage Extension will end when any of the following first occurs:

- (a)** This policy expires;
- (b)** 90 days expire after you acquire the location; or
- (c)** You report the values to us.

OUTDOOR PROPERTY

Paragraph **A.6.c. Coverage Extensions of Section I - Property** is replaced by the following:

- c. You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs, and plants (other than trees, shrubs or plants which are part of a vegetated roof), and landscape materials, including debris removal expense.

For property other than signs, loss or damage must be caused by or result from any of the following causes of loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion; or
- (5)** Aircraft.

For signs, the loss or damage must be caused by a Covered Cause of Loss.

The most we will pay for loss or damage under this Extension is \$10,000, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant, or not more than \$500 for landscape materials in any one 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.

For this coverage extension only, landscape materials include:

- (1)** stones,
- (2)** plastic,
- (3)** bark,
- (4)** wood chips, and
- (5)** edging.

Landscape materials does not include:

- (1)** trees,
- (2)** shrubs, or
- (3)** plants.

MONEY AND SECURITIES

Paragraph **G.2.c.(1) Optional Coverages of Section I - Property** is replaced by the following:

- (1)** \$5,000, unless a higher limit is shown in the Declarations, for Inside the Premises for "money" and "securities" while:

- (a)** In or on the described premises; or
- (b)** Within a bank or savings institution; and

- (2)** \$5,000, unless a higher limit is shown in the Declarations, for Outside the Premises for "money" and "securities" while anywhere else.

EMPLOYEE DISHONESTY

Paragraph **G.3.c. Optional Coverages under Section I - Property** is replaced by the following:

- c. We will pay up to \$5,000, unless a higher limit is shown for this optional coverage in the Declarations, for loss or damage in any one occurrence.

FORGERY OR ALTERATION

Paragraph A.5.k.(4) under Section I - Property is replaced by the following:

- (4)** The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$5,000, unless a higher Limit of Insurance is shown in the Declarations.

FINE ARTS

- A. The following is added to Paragraph **A.5. Additional Coverages under Section I - Property**:

Fine Arts

- (1)** We will pay for direct loss of or damage to Fine Arts, whether owned by:

- (a)** You; or
- (b)** Others, and in your care, custody or control.

- (2)** Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.

(3) The most we will pay for loss in any one occurrence under this coverage is \$500 at each premises described in the Declarations. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this coverage is additional insurance over the insurance available for Business Personal Property.

(4) The value of fine arts will be the least of the following amounts:

(a) The actual cash value of that property at the time of loss;

(b) The cost of reasonably restoring that property to its condition immediately before loss; or

(c) The cost of replacing that property with substantially identical property.

(5) In the event of loss, the value of property will be determined as of the time of loss.

B. The following are added to Paragraph E. Property Loss Conditions under Section I - Property:

1. In case of loss to any part of a pair or set we will:

a. Repair or replace any part to restore the pair or set to its value before the loss; or

b. Pay the difference between the value of the pair or set before and after the loss.

2. You must arrange for fine arts to be packed and unpacked by competent packers.

SERVICE BUILDINGS AND INCIDENTAL STRUCTURES

The following is added to Paragraph A.5. Additional Coverage under Section I - Property:

Service Buildings and Incidental Structures

(1) We will pay up to \$5,000 in any one occurrence at each premises described in the Declarations where Building coverage applies to cover direct physical loss of or damage to unscheduled Service Buildings and Incidental Structures caused by or resulting from a Covered Cause of Loss.

(2) If you are indicated in the Declarations as a Contractor, this Additional Coverage does not apply.

(3) This additional coverage does not apply to any property used for farming purposes.

(4) With respect to this Additional Coverage, Service Buildings and Incidental Structures means:

(a) Detached garages, detached carports, storage Buildings and maintenance buildings; and

(b) Other permanent structures owned by you or belonging to others in your care, custody and control located on the premises including but not limited to:

(i) Parking lot lights, street lights;

(ii) Gazebos, pavilions, swing sets and playground equipment;

(iii) Pump houses and above ground tanks;

and their contents.

But Service Buildings and Incidental Structures does not include:

(a) Outdoor signs, whether attached to buildings or not;

(b) Any property covered under **Outdoor Property Coverage Extension**; or

(c) Any property excluded under the provisions of the **Property Not Covered in Section I - Property**.

INVENTORY AND LOSS APPRAISAL

The following is added to Paragraph A.5. Additional Coverages under Section I - Property:

Inventory and Loss Appraisal

(1) We will pay reasonable expenses incurred by you to assist in the determination of the amount of loss, such as taking inventory and appraisals, and for professional services of auditors, accountants, architects, and engineers that are necessary to prepare a statement of loss or any other exhibits required in connection with any claim covered under **Section I - Property** of this policy.

(2) Inventory and Loss Appraisal does not apply to:

(a) any expenses incurred under Paragraph E.2. **Property Loss Conditions** under **Section I - Property** of this policy; or

(b) any public adjustor's fees.

(3) The most we will pay under this Additional Coverage for any one loss is \$5,000. No deductible applies to this Additional Coverage.

REWARD PAYMENT

The following is added to Paragraph **A.5. Additional Coverages** under **Section I - Property**:

a. Reward Payment

(1) We will reimburse you for rewards paid as follows:

(a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the **Loss Payment Condition**.

(b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

(i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the **Loss Payment Condition**.

(2) This Additional Coverage applies subject to the following conditions:

(a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

(i) You or any family member;

(ii) Your employee (including a temporary or leased employee) or any of his or her family members;

(iii) An employee of a law enforcement agency;

(iv) An employee of a business engaged in property protection;

(v) Any person who had custody of the Covered Property at the time the theft was committed; or

(vi) Any person involved in the crime.

(b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

SPOILAGE

The following provisions (A. through I. inclusive) apply to the Spoilage coverage provided by this endorsement:

A. Paragraph **A.1. Covered Property** in **Section I - Property** is replaced by the following:

1. Covered Property

Covered Property means "perishable stock" at a premises described in the Declarations, if the "perishable stock" is:

a. Owned by you and used in your business; or

b. Owned by others and in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

B. The following is added to Paragraph **A.2. Property Not Covered** in **Section I - Property**:

k. Property located:

(1) On buildings;

(2) In the open; or

(3) In vehicles.

C. Paragraph **A.3. Covered Causes Of Loss** in **Section I - Property** is replaced by the following:

3. Covered Causes Of Loss

Subject to the exclusions described in Paragraph **E.** of Spoilage Coverage provided in this endorsement, Covered Causes of Loss means the following:

a. Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the premises described in the Declarations; or

(2) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the premises described in the Declarations.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I - Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I - Property** is amended as follows:

B. Exclusions

- 1. Of the exclusions contained in Paragraph **B.1.** in **Section I - Property**, only the following apply to **Spoilage Coverage**:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action; and
- g. Water.

- 2. The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Paragraph **D. Deductibles** in **Section I - Property** is replaced by the following:

D. Deductibles

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations for Business Personal Property at the location involved. We will then pay the amount of loss or damage in excess of that deductible, up to \$1,000. No other deductible in this policy applies to the Spoilage Coverage provided by this endorsement.

G. Conditions

Under Paragraph **E. Property Loss Conditions** of **Section I - Property**, Item **d.** of Condition **5. Loss Payment** is replaced by the following:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

H. Paragraph **G. Optional Coverages** in **Section I - Property** does not apply.

I. The following is added to Paragraph **H. Property Definitions** in **Section I - Property**:

"Perishable stock" means property:

- a. Maintained under controlled temperature or humidity conditions for preservation; and
- b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

REKEYING OF LOCKS/LOCK REPLACEMENT

The following is added to Paragraph **A.5. Additional Coverages** of **Section I - Property**:

Rekeying of Locks/Replacement of Locks

We will pay the necessary expenses you incur to rekey or replace locks resulting from theft or copying of keys or any other legitimate security concern. The most we will pay under this Additional Coverage in any one occurrence is \$500.

This insurance does not apply to loss caused by:

- (1) Vandalism; or
- (2) Wear and Tear.

This additional coverage is not subject to a deductible.

BUILDING GLASS COVERAGE

The following is added to Paragraph **A.6. Coverage Extensions of Section I - Property**:

- (1) You may extend the insurance provided by this policy to apply to glass permanently attached to a building, including encasing frames, and all lettering or ornamentation, which is your property or property of others for which you are contractually responsible and is in your care, custody or control, or breakage of the glass, provided such breakage did not occur in connection with the occurrence of any other insured peril, or by chemicals accidentally or maliciously applied to the glass.

We will pay for:

- (a) Repairing or replacing the damaged glass;
- (b) Installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
- (c) Repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
- (d) Removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering, or ornamentation; and
- (e) The amount of loss occasioned by operation of statute, ordinance, or building code which requires use of safety glazing material in replacement of the damaged property.

The most we will pay under this Coverage Extension is the actual cash value of the property at the time of loss, or the actual cost to repair or replace the damaged property with other property of the nearest obtainable kind and quality.

- (2) Paragraph **D. Deductibles of Section I - Property** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$50.

PREMISES DAMAGE FROM BURGLARY

We will pay for loss of or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage.

This additional coverage does not apply if Theft Exclusion, **GN 66 24**, is attached at the location involved.

UTILITY SERVICES - DIRECT DAMAGE

- A. The follow is added to Paragraph A. Coverage of Section I - Property:**

We will pay up to \$2,500 for loss of or damage to Covered Property at a premises scheduled under **Section I - Property** caused by the interruption of service to that premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to "water supply property", "communication supply property", or "power supply property".

B. Exception

Coverage under this additional coverage for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

- C. The following is added to Paragraph H. Property Definitions in Section I - Property:**

"Communication supply property" means property supplying communication services, including telephone, radio, microwave or television services to the affected premises such as:

- 1. Communication transmission lines, including optic fiber transmission lines;
- 2. Coaxial cables; and
- 3. Microwave radio relays except satellites.

"Communication supply property" includes overhead transmissions lines.

"Power supply property" means the following types of property supplying electricity, steam or gas to the affected premises:

- 1. Utility generating plants;
- 2. Switching stations;
- 3. Substations;
- 4. Transformers; and
- 5. Transmission lines.

"Power supply property" including overhead lines.

"Water supply property" means the following types of property supplying water to the affected premises:

- 1. Pumping stations; and
- 2. Water mains.

- D. As used in this additional coverage, the term overhead transmission lines includes all lines which serve to transmit communication services or power, including lines which may be identified as distribution lines.**

UTILITY SERVICES - TIME ELEMENT

- A. The follow is added to Paragraph A. Coverage of Section I - Property:**

We will pay up to \$2,500 for loss of business income or extra expense caused by the interruption of service to the affected premises scheduled under **Section I - Property**. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to "water supply property", "wastewater removal property", "communication supply property", or "power supply property".

B. Exception

Coverage under this additional coverage does not apply to Business Income or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

C. The following is added to Paragraph H. Property Definitions in Section I - Property:

“Communication supply property” means property supplying communication services, including telephone, radio, microwave or television services to the affected premises such as:

1. Communication transmission lines, including optic fiber transmission lines;
2. Coaxial cables; and
3. Microwave radio relays except satellites.

“Communication supply property” includes overhead transmissions lines.

“Power supply property” means the following types of property supplying electricity, steam or gas to the affected premises:

1. Utility generating plants;
2. Switching stations;
3. Substations;
4. Transformers; and
5. Transmission lines.

“Power supply property” including overhead lines.

“Wastewater removal property” means a utility system for removing wastewater and sewage from the affected 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.

Cover under this additional coverage does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

“Water supply property” means the following types of property supplying water to the affected premises:

1. Pumping stations; and
2. Water mains.

D. As used in this additional coverage, the term overhead transmission lines includes all lines over, including lines which may be identified as distribution lines.

INCIDENTAL MALPRACTICE LIABILITY

A. Paragraph F.3. Bodily Injury under Section II - Liability is replaced by the following:

3. “Bodily Injury” means bodily injury, sickness, disease or “incidental malpractice injury” sustained by a person, including death resulting from any of these at any time.

B. The following is added to Paragraph F. Liability and Medical Expenses Definitions under Section II - Liability:

“Incidental malpractice Injury” means injury arising out of rendering or failure to render the following services:

1. Medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection with such services or treatment; or
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

C. With respect to the insurance afforded under this coverage the following exclusions are added:

This insurance does not apply to:

1. Expenses incurred by the insured at the time of an accident provided under Paragraph A.2.b. Medical Expenses of Section II - Liability.
2. Any Insured or employee engaged in the business or occupation of providing any of the services described in paragraph B.1. or B.2. above.
3. Injury caused by any indemnitee, if such indemnitee is engaged in the business or occupation of providing any of the services described in paragraph B.1. or B.2.

ELECTRONIC DATA LIABILITY - LIMITED COVERAGE

Section II - Liability Is amended as follows:

A. Exclusion B.1.q. Is replaced by the following:

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- (1) Damages, other than damages because of “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; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

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”.

B. The following is added to Paragraph B.1.p. Personal And Advertising Injury Exclusion of Section II-Liability:

This insurance does not apply to:

p. Personal And Advertising Injury

“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 .

C. The following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

Subject to 4. above, the most we will pay under Paragraph A.1. Business Liability for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is \$5,000.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE (Including Electronic Circuitry Impairment)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following is added to Paragraph **A.3.** Covered Causes of Loss in Section I - Property:

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.** 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 policy, 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 policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement.
- (2)** The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense.

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, is \$50,000.

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.

d. "Fungi", Wet Rot or Dry Rot

- (1)** We will pay your additional cost to repair or replace Covered Property because of contamination by "fungi", wet rot or dry rot. 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 "fungi", wet rot or dry rot 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 "fungi", wet rot or dry rot.
- (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, is \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active or recurs in a later policy period.

e. 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 is \$50,000.

f. 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 and Data Restoration as described in (2) above is the limit for Personal Property Off-premises coverage shown in your policy.

g. 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.

h. Resultant Damage to Animal

- (1) Any insurance provided under the policy for "animals" is extended to the coverage provided by this endorsement.
- (2) 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.

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) 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.

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 Loss Payment condition.

- (3) The most we will pay for loss, damage or expense under this coverage is \$50,000.

B. The following is added to Paragraph B. Exclusions:

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

1. The following exclusions are modified:

- a.** As respects this endorsement only, the next to the last paragraph in Exclusion **B.1.h.** is deleted and replaced with the following:

However, if excluded loss or damage, as described in Paragraph (1) above results in an "accident" or "electronic circuitry impairment", we will pay only for the loss, damage or expense caused by such "accident" or "electronic circuitry impairment".

- b.** As respects this endorsement only, the last paragraph of Exclusion **B.2.i.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.i.(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".

- c.** The following is added to Exclusions **B.2.m.** and **B.2.n.**:

We will also pay for direct physical loss or damage caused by an "accident" or "electronic circuitry impairment".

2. The following exclusions are added:

- a.** We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":

- (1) Fire, including smoke from a fire;
- (2) 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;
- (3) Any other explosion, except as specifically covered under this endorsement;
- (4) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action;
- (5) 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; or

- (6) Vandalism.

- b.** Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:

- (1) Lightning;

- (2) Windstorm or hail. However this exclusion does not apply when:

- (a) "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

- (b) 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.

- (3) Smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;

- (4) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;

- (5) 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; or

- (6) Water or other means used to extinguish a fire.

- c.** 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.

- d.** Except as specifically provided under **A.2.d.** "Fungi", Wet Rot or Dry Rot 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 "fungi", wet rot or dry rot, including any presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungi", wet rot or dry rot. 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.

e. Except as specifically provided under **A.2.b.**, Data Restoration, or **A.2.h.**, Resultant Damage to Animals, 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":

- (1) Physical loss or damage to "animals";
- (2) Loss, interruption or compromise of any research, test, or study involving "animals"; or
- (3) Loss of income or extra expense resulting from (1) or (2) above.

f. Exclusions **2.b.(1)**, **2.b.(2)**, **2.b.(3)** and **2.b.(4)** 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.

C. CONDITIONS

1. The following conditions are in addition to the Conditions in the Businessowners Coverage Form.

a. 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:

- (1) Your last known address; or
- (2) 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.

b. 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.

2. As respects this endorsement only, Loss Payment Condition **5.d.** in the Businessowners Coverage Form is deleted and replaced with the following:

d. 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; and
- (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment".

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.

D. DEFINITIONS

The following definitions are added with respect to this endorsement only:

1. "Accident"

- a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
 - (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (2) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - (4) 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
 - (5) 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.
- b. None of the following is an "accident":
 - (1) 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
 - (2) Misalignment, miscalibration, 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".

- 2. "Animal" means any creature of the kingdom Animalia. This includes, but is not limited to, amphibians, birds, fish, insects, mammals, reptiles and worms.

- 3. "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.

4. "Covered equipment"

- a. "Covered equipment" means Covered Property:

- (1) That generates, transmits or utilizes energy; or
- (2) 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.

- b. None of the following is "covered equipment":

- (1) Structure, foundation, cabinet or compartment;
- (2) Insulating or refractory material;
- (3) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
- (4) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (5) "Vehicle" or any equipment mounted on a "vehicle";
- (6) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (7) Dragline, excavation or construction equipment; or
- (8) Equipment manufactured by you for sale.

- 5. "Data" means information or instructions stored in digital code capable of being processed by machinery.

- 6. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

7. "Electronic circuitry impairment"

- a. "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 **b.**, **c.** and **d.** below.

- b.** 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”.
 - c.** The “covered equipment” must be owned or leased by you, or operated under your control.
 - d.** None of the following is an “electronic circuitry impairment”:
 - (1)** Any condition that can be reasonably remedied by:
 - (a)** Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - (b)** Rebooting, reloading or updating software or firmware; or
 - (c)** Providing necessary power or supply.
 - (2)** Any condition caused by or related to:
 - (a)** Incompatibility of the “covered equipment” with any software or equipment installed, introduced or networked within the prior 30 days; or
 - (b)** Insufficient size, capability or capacity of the “covered equipment”.
 - (3)** 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.
- 8.** “Hazardous substance” means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- 9.** “Media” means material on which “data” is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
- 10.** “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”.
- 11.** “Perishable goods” means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- 12.** “Vehicle” means 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”.

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. Coverage provided under this endorsement does not provide an additional amount of insurance.

CYBER LIABILITY ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. THE LIMIT OF LIABILITY AVAILABLE TO PAY FOR SETTLEMENTS, JUDGMENTS OR OTHER LOSS WILL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY DEFENSE COSTS.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

In consideration of the premium charged and notwithstanding anything contained in the Policy to the contrary, it is understood and agreed that the Policy to which this Endorsement attaches is amended to include Cyber Liability Insurance, subject to the terms and conditions set forth below and in the Cyber Liability Declarations. The Third Party Liability Insuring Agreements of this Endorsement provide claims-made and reported coverage. The First Party Insuring Agreements of this Endorsement provide first party coverage on an event-discovered and reported basis.

The Cyber Liability Limits of Liability are specified in the Cyber Liability Declarations. Such Limits of Liability are in addition to, and will not reduce, any limits provided elsewhere in the Policy. **Defense costs** paid under this Endorsement will reduce, and may completely exhaust, the Cyber Liability Limits of Liability.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine **your** rights and duties and what is and is not covered. The terms, conditions and exclusions set forth in this Endorsement shall apply only to Cyber Liability Insurance and shall supersede any similar provisions contained elsewhere in the Policy.

Words and phrases that appear in bold face type have special meaning as described in Section IV. of this Endorsement. To the extent any words or phrases used in this Endorsement are also defined elsewhere in the Policy, such definitions do not give meaning to the words or phrases used in this Endorsement.

CYBER LIABILITY TERMS AND CONDITIONS

I. CYBER LIABILITY INSURING AGREEMENTS

The Company agrees with the **Named Insured** as follows:

(A) **THIRD PARTY LIABILITY INSURING AGREEMENTS**

(1) **Multimedia Liability**

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **multimedia wrongful act**, but only if: i) the **claim** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company

in writing pursuant to Section V. of this Endorsement, and iii) the **multimedia wrongful act** is committed on or after the **retroactive date**.

(2) **Security and Privacy Liability**

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **security and privacy wrongful act**, but only if: i) the **claim** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company in writing pursuant to Section V. of this Endorsement, and iii) the **security and privacy wrongful act** is committed on or after the **retroactive date**.

(3) **Privacy Regulatory Defense and Penalties**

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as a **regulatory compensatory award or regulatory fines and penalties** and related **defense costs** resulting from a **privacy regulatory proceeding** instituted against the **Insured** because of a **security breach or privacy breach**, but only if: i) the **privacy regulatory proceeding** is instituted against the **Insured** during the **endorsement period**, ii) the **privacy regulatory proceeding** is reported to the Company in writing pursuant to Section V. of this Endorsement, and iii) the **security breach or privacy breach** occurs on or after the **retroactive date**.

(4) **PCI DSS Liability**

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **PCI DSS fines and assessments** and related **defense costs** because of a **PCI DSS demand** resulting from a **security breach or privacy breach**, but only if: i) the **PCI DSS demand** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company in writing pursuant to Section V. of this Endorsement, and iii) the **security breach or privacy breach** occurs on or after the **retroactive date**.

(B) FIRST PARTY INSURING AGREEMENTS

(1) Breach Event Costs

Subject to the applicable Limit of Liability, the Company will pay **privacy breach response costs, notification expenses and breach support and credit monitoring expenses** that **you** incur because of an **adverse media report, security breach or privacy breach**, but only if: i) the **adverse media report, security breach or privacy breach** is first discovered by an **executive** during the **endorsement period**, and ii) the **adverse media report, security breach or privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(2) BrandGuard®

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay provable and ascertainable **brand loss** that **you** sustain during the **period of indemnity** as a direct result of an **adverse media report or notification** of a **security breach or privacy breach**, but only if: i) the **security breach or privacy breach** is first discovered by an **executive** during the **endorsement period**, ii) the **security breach or privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **brand loss** is directly attributable to the **adverse media report or notification**.

(3) System Failure

(a) Data Recovery

Subject to the applicable Limit of Liability, the Company will pay **digital assets loss and special expenses** that **you** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **digital assets** resulting from a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **digital assets loss and special expenses** directly resulted from the **system failure**. The Company will pay **digital assets loss and special expenses** for up to 12 months following an **executive's** discovery of the **system failure**.

(b) Non-Physical Business Interruption

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay **income loss, interruption expenses and special expenses** that **you** incur during the **period of restoration** because of a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in

writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **income loss, interruption expenses and special expenses** directly resulted from the **system failure**.

(4) Cyber Extortion

(a) Subject to the applicable Limit of Liability, the Company will pay **cyber extortion expenses and cyber extortion monies** that **you** incur as a direct result of a **cyber extortion threat**, but only if: i) the **cyber extortion threat** is first discovered by an **executive** during the **endorsement period**, and ii) the **cyber extortion threat** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(b) The Company will not be obligated to pay **cyber extortion expenses or cyber extortion monies** for which the Company has not given prior written consent. **You** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or similar equivalent foreign agency before surrendering any **cyber extortion monies** in response to a **cyber extortion threat**.

II. CYBER LIABILITY DEFENSE AND SETTLEMENT PROVISIONS

(A) We have the right and duty to defend an **Insured** against any **claim** covered under any Third Party Liability Insuring Agreement of this Endorsement, even if the allegations are groundless, false or fraudulent, including the right to appoint an attorney to defend any such **claim**.

(B) The Limit of Liability available to pay **damages** will be reduced, and may be completely exhausted, by payment of **defense costs** or any other amounts to which this insurance applies.

(C) No **Insured** shall pay any **damages, defense costs, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments**, or settle or offer to settle any **claim**, assume any contractual obligation, admit liability, voluntarily make any payment, or confess or otherwise consent to any judgment without the Company's prior written consent, which consent will not be unreasonably withheld. The Company will not be liable for any **damages, defense costs, regulatory compensatory award, regulatory fines and penalties, PCI DSS fines and assessments**, settlement, judgment, assumed obligation, admitted liability or payment to which the Company has not consented.

(D) The Company has the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to coverage.

(E) The Company will not settle any **claim** or pay any **damages, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments** without an **Insured's** consent.

(B) FIRST PARTY INSURING AGREEMENTS

(1) Breach Event Costs

Subject to the applicable Limit of Liability, the Company will pay **privacy breach response costs, notification expenses and breach support and credit monitoring expenses** that **you** incur because of an **adverse media report, security breach or privacy breach**, but only if: i) the **adverse media report, security breach or privacy breach** is first discovered by an **executive** during the **endorsement period**, and ii) the **adverse media report, security breach or privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(2) BrandGuard®

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay provable and ascertainable **brand loss** that **you** sustain during the **period of indemnity** as a direct result of an **adverse media report or notification** of a **security breach or privacy breach**, but only if: i) the **security breach or privacy breach** is first discovered by an **executive** during the **endorsement period**, ii) the **security breach or privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **brand loss** is directly attributable to the **adverse media report or notification**.

(3) System Failure

(a) Data Recovery

Subject to the applicable Limit of Liability, the Company will pay **digital assets loss and special expenses** that **you** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **digital assets** resulting from a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **digital assets loss and special expenses** directly resulted from the **system failure**. The Company will pay **digital assets loss and special expenses** for up to 12 months following an **executive's** discovery of the **system failure**.

(b) Non-Physical Business Interruption

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay **income loss, interruption expenses and special expenses** that **you** incur during the **period of restoration** because of a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in

writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **income loss, interruption expenses and special expenses** directly resulted from the **system failure**.

(4) Cyber Extortion

(a) Subject to the applicable Limit of Liability, the Company will pay **cyber extortion expenses and cyber extortion monies** that **you** incur as a direct result of a **cyber extortion threat**, but only if: i) the **cyber extortion threat** is first discovered by an **executive** during the **endorsement period**, and ii) the **cyber extortion threat** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(b) The Company will not be obligated to pay **cyber extortion expenses or cyber extortion monies** for which the Company has not given prior written consent. **You** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or similar equivalent foreign agency before surrendering any **cyber extortion monies** in response to a **cyber extortion threat**.

II. CYBER LIABILITY DEFENSE AND SETTLEMENT PROVISIONS

(A) We have the right and duty to defend an **Insured** against any **claim** covered under any Third Party Liability Insuring Agreement of this Endorsement, even if the allegations are groundless, false or fraudulent, including the right to appoint an attorney to defend any such **claim**.

(B) The Limit of Liability available to pay **damages** will be reduced, and may be completely exhausted, by payment of **defense costs** or any other amounts to which this insurance applies.

(C) No **Insured** shall pay any **damages, defense costs, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments**, or settle or offer to settle any **claim**, assume any contractual obligation, admit liability, voluntarily make any payment, or confess or otherwise consent to any judgment without the Company's prior written consent, which consent will not be unreasonably withheld. The Company will not be liable for any **damages, defense costs, regulatory compensatory award, regulatory fines and penalties, PCI DSS fines and assessments**, settlement, judgment, assumed obligation, admitted liability or payment to which the Company has not consented.

(D) The Company has the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to coverage.

(E) The Company will not settle any **claim** or pay any **damages, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments** without an **Insured's** consent.

(F) If an **Insured** refuses to consent to any settlement or compromise recommended by the Company or its representatives that is acceptable to the claimant, and such **Insured** elects to contest the **claim** or continue any legal proceedings in connection with the **claim**, the Company's liability for such **claim** shall not exceed:

(1) the amount for which the **claim** could have been settled, plus **defense costs** incurred up to the date the **Insured** withheld consent to such settlement or compromise, plus

(2) 70% of any **defense costs** and **damages, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments**, whichever applies, incurred after the date the **Insured** withheld consent to such settlement or compromise, subject always to all other terms and conditions of this Endorsement, including, but not limited to, the applicable Limit of Liability; and

(3) the remaining 30% of the **defense costs** and **damages, regulatory compensatory award, regulatory fines and penalties or PCI DSS fines and assessments** referenced in paragraph (2) above shall be the sole responsibility of such **Insured**.

(G) The Company's duty to defend any **claim**, or pay any **damages, defense costs** or other amounts, will cease upon exhaustion of the applicable Limit of Liability. Once the Limit of Liability is exhausted, the Company will have the right to withdraw from the defense or payment of any **claim** by tendering control to **you** pursuant to Section X. of this Endorsement.

III. LIMIT OF LIABILITY

(A) The Limits of Liability set forth in Item 1 of the Cyber Liability Declarations are the most the Company will pay under each Insuring Agreement of this Endorsement for each **claim**, and in the aggregate for all **claims**, first made during the **endorsement period** and the **cyber liability extended reporting period** (if applicable), including **defense costs** (where applicable), regardless of the number of **claims**, claimants or **Insureds**. If the Limit of Liability for any Insuring Agreement is exhausted, the Company's obligations under that Insuring Agreement shall cease.

(B) The Maximum Aggregate Limit of Liability set forth in Item 2 of the Cyber Liability Declarations is the most the Company will pay under this Endorsement for all **claims** first made during the **endorsement period** and the **cyber liability extended reporting period** (if applicable), including **defense costs** (where applicable), regardless of the number of **claims**, claimants, **Insureds** or Insuring Agreements. All amounts the Company pays under this Endorsement will reduce, and may completely exhaust, the Maximum Aggregate Limit of Liability.

(C) All **claims** which arise out of the same, related or continuing incidents, acts, facts or circumstances will be considered a single **claim**, regardless of the number of **claims** made, **Insureds** affected or claimants involved. All **claims** which arise out of the same, related or continuing incidents, acts, facts or circumstances will be deemed first made on the date the earliest of such **claims** is first made and will be deemed first reported to the Company on the date the earliest of such **claim** is reported to the Company.

(D) If multiple Insuring Agreements of this Endorsement apply to any **claim**, the Company's maximum Limit of Liability under this Endorsement for such **claim** shall be the Maximum Aggregate Limit of Liability set forth in Item 2 of the Cyber Liability Declarations. However, the Company will never pay more under any one Insuring Agreement than the applicable Limit of Liability shown in Item 1 of the Cyber Liability Declarations. The Company shall allocate amounts paid, if any, against the appropriate Limit of Liability.

(E) The existence of a **cyber liability extended reporting period** will not increase or reinstate the Limits of Liability set forth in the Cyber Liability Declarations.

IV. CYBER LIABILITY DEFINITIONS

Certain words or phrases used in this Endorsement, whether in singular or plural form, are shown in bold and are defined as follows. If a term is defined below and in the Policy, the definition below applies only to the coverage provided by this Endorsement.

(1) **Acquiring bank** means a bank or financial institution that accepts credit or debit card payments, including stored value cards and pre-paid cards, for goods or services on behalf of a merchant, including processing and crediting those payments to a merchant's account.

(2) **Act of cyber terrorism** means the premeditated use of disruptive activities, or an explicit threat to use disruptive activities, against a computer, **computer system**, or network by a person or group to further social, political, religious or ideological objectives.

(3) **Adverse media report** means a report or communication of an actual or potential **security breach** or **privacy breach** which has been publicized through any media channel, including, but not limited to, television, **print media**, radio or electronic networks, the internet, or electronic mail, and threatens material damage to **your reputation** or **your brand**.

(4) **Assumed under contract** means liability for **damages** resulting from a **multimedia wrongful act, security breach** or **privacy breach**, where such liability has been assumed by an **Insured** in the form of a written hold harmless or indemnity agreement, but only if such agreement was executed before the **multimedia wrongful act, security breach** or **privacy breach** occurred.

- (5) **Bodily injury** means physical injury, sickness, disease or death sustained by any person and, where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation or emotional distress.
- (6) **BPO service provider** means any **third party** that provides business process outsourcing services for **your** benefit under a written contract with **you**, including, but not limited to, call center services, fulfillment services, and logistical support.
- (7) **Brand loss** means **your** net profit, as could have reasonably been projected immediately prior to **notification**, or in the event of an **adverse media report**, immediately prior to the publication of an **adverse media report**, but which has been lost during the **period of indemnity** as a direct result of such **adverse media report** or **notification**. **Brand loss** will be determined in accordance with the provisions of Section IX. of this Endorsement.
- (8) **Breach support and credit monitoring expenses** means those reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide support activity to parties affected by a **privacy breach**. **Breach support and credit monitoring expenses** includes the cost to set up a call center and to provide a maximum of 24 months of credit monitoring services, identity theft assistance services, or credit or identity repair and restoration services. **Breach support and credit monitoring expenses** must be incurred with the Company's prior written consent.
- (9) **Card association** means Visa International, MasterCard, Discover, JCB, American Express and any similar credit or debit card association that is a participating organization of the Payment Card Industry Security Standards Council.
- (10) **Claim** means:
- (a) with respect to Insuring Agreements **I.(A)(1)** and **I.(A)(2)** only:
 - i. a written demand made against an **Insured** for **damages** or non-monetary relief;
 - ii. a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **claim** against an **Insured**; or
 - iii. the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **damages**, a temporary restraining order, or a preliminary or permanent injunction.
 - (b) with respect to Insuring Agreement **I.(A)(3)** only, a **privacy regulatory proceeding**.
 - (c) with respect to Insuring Agreement **I.(A)(4)**, a **PCI DSS demand**.
 - (d) with respect to Insuring Agreement **I.(B)(1)** only, written notice from an **executive** to the Company of an **adverse media report**, **security breach** or **privacy breach**.
 - (e) with respect to Insuring Agreement **I.(B)(2)** only, written notice from an **executive** to the Company of a **security breach** or **privacy breach**.
 - (f) with respect to Insuring Agreement **I.(B)(3)** only, written notice from an **executive** to the Company of a **system failure**.
 - (g) with respect to Insuring Agreement **I.(B)(4)** only, written notice from an **executive** to the Company of a **cyber extortion threat**.
- A **claim** under Insuring Agreement **I.(A)(1)** or Insuring Agreement **I.(A)(2)** of this Endorsement shall not include a **privacy regulatory proceeding** or **PCI DSS demand**.
- A **claim** under any Third Party Liability Insuring Agreement of this Endorsement will be deemed to be first made when it is received by an **Insured**.
- A **claim** under any First Party Insuring Agreement of this Endorsement will be deemed to be first made when the Company first receives written notice of such **claim**.
- (11) **Cloud provider** means any **third party** that provides computing resources to **you** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.
- (12) **Computer system** means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.
- (13) **Cyber extortion expenses** means all reasonable and necessary costs and expenses, other than **cyber extortion monies**, that **you** incur with the Company's prior written consent as a direct result of a **cyber extortion threat**, including the cost to retain or hire a **third party** specializing in IT security to determine the validity and severity of a **cyber extortion threat**.
- (14) **Cyber extortion monies** means any **money**, digital currency of any kind, including bitcoin, or **other property** paid by **you**, with the Company's prior written consent, to any person or group reasonably believed to be responsible for a **cyber extortion threat** in order to prevent or terminate such **cyber extortion threat**.
- (15) **Cyber extortion threat** means a credible threat or series of related credible threats, including a demand for **cyber extortion monies**, which is directed at **you** to:
- (a) steal, alter, release, divulge, disseminate, destroy, publicly disclose or misuse **private information**

taken from an **Insured** as a result of unauthorized access to, or unauthorized use of, an **insured computer system**;

- (b) infect an **insured computer system** with malicious code or ransomware;
- (c) corrupt, damage or destroy an **insured computer system**;
- (d) restrict or hinder access to an **insured computer system**, including the threat of a **denial of service attack**;
- (e) perpetrate or carry out a **phishing attack**;
- (f) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse **your** confidential or proprietary information, or the **personally identifiable information** of an **Insured**; or
- (g) damage **your reputation** or **your** brand by posting false or misleading comments about **you** or **your** organization on social media websites or platforms.

A series of continuing **cyber extortion threats**, related or repeated **cyber extortion threats**, or multiple **cyber extortion threats** resulting from the same attack, event or incident will be considered a single **cyber extortion threat** and will be deemed to have occurred at the time the first **cyber extortion threat** in the series first occurred.

- (16) **Cyber liability extended reporting period**, if purchased, means the period specified as such in Item 5 of the Cyber Liability Declarations, and specifically excludes the **endorsement period**.
- (17) **Damages** means a monetary judgment, award or settlement, including awarded attorneys' fees and costs, and liquidated, punitive, exemplary or multiplied **damages** to the extent insurable under the law pursuant to which this Endorsement is construed.

Damages does not include:

- (a) any **Insured's** future profits or royalties, restitution, or disgorgement of any **Insured's** profits;
- (b) the costs to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- (c) loss of any **Insured's** fees or profits, the return or offset of any **Insured's** fees or charges, or any **Insured's** commissions or royalties provided or contracted to be provided;
- (d) taxes, fines or penalties, or sanctions;
- (e) contractual liquidated **damages**, to the extent such **damages** exceed the amount for which the **Insured** would have been liable in the absence of the liquidated **damages** agreement;
- (f) any amount which an **Insured** is not financially or legally obligated to pay;

(g) disgorgement of any remuneration or financial advantage to which an **Insured** was not legally entitled;

(h) settlements negotiated without the Company's consent;

(i) monetary judgments, awards, settlements or any other amounts which are uninsurable under the law pursuant to which this Endorsement is construed, or any legal fees and costs awarded pursuant to such judgments, awards or settlements; or

(j) **PCI DSS fines and assessments**.

(18) **Data** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.

(19) **Defense costs** means:

(a) reasonable and necessary fees incurred with the Company's consent and charged by an attorney(s) designated by the Company to defend a **claim**; and

(b) all other reasonable and necessary fees, costs, and expenses resulting from the defense and appeal of a **claim**, if incurred by the Company or by an **Insured** with the Company's prior written consent.

Defense costs does not include any wages or salaries of an **Insured**, or fees, overhead or other charges incurred by, or paid to, any **Insured** for any time spent in cooperating in the investigation or defense of a **claim** or a potential **claim**.

(20) **Denial of service attack** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **computer system** by sending an excessive volume of **data** to such **computer system** to prevent access to such **computer system**.

(21) **Digital assets** means **data** and computer programs that exist in an **insured computer system**. **Digital assets** do not include computer hardware.

(22) **Digital assets loss** means reasonable and necessary expenses and costs that **you** incur to replace, recreate or restore **digital assets** to the same state and with the same contents immediately before the **digital assets** were damaged, destroyed, altered, misused or stolen, including expenses for materials and machine time. **Digital assets loss** also includes amounts representing **employee** work time to replace, recreate or restore **digital assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **your** schedule of **employee** billable hours.

(23) **Employee** means any individual whose labor or service is engaged by and directed by **you**, including volunteers, interns, and part-time, seasonal, temporary or leased workers. **Employee** does not include any **executive** or independent contractor.

- (24) **Endorsement period** means the period specified as such in Item 3 of the Cyber Liability Declarations. Coverage may be canceled or otherwise terminated before the **endorsement period** expiration date.
- (25) **Executive** means any of **your** directors or officers, including **your** chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager, or any person in a functionally equivalent position.
- (26) **First party insured event** means:
- (a) with respect to Insuring Agreement I.(B)(1) only, an **adverse media report, security breach or privacy breach**;
 - (b) with respect to Insuring Agreement I.(B)(2) only, a **security breach or privacy breach**;
 - (c) with respect to Insuring Agreement I.(B)(3) only, a **system failure**;
 - (d) with respect to Insuring Agreement I.(B)(4) only, a **cyber extortion threat**;
- First party insured event** does not include any **claim** made against an **Insured**.
- (27) **Hacking attack** means any of the following directed at or enacted upon an **insured computer system**:
- (a) unauthorized access to, or unauthorized use of, an **insured computer system**, including any such unauthorized access or unauthorized use resulting from the theft of a password from an **insured computer system** or from an **Insured**;
 - (b) a **denial of service attack** against an **insured computer system**;
 - (c) infection of an **insured computer system** by malicious code, or the transmission of malicious code from an **insured computer system**; or
 - (d) an **act of cyber terrorism**.
- (28) **Income loss** means the net profit loss **you** sustain during the **period of restoration** as a direct result of a **system failure**. **Income loss** will be determined in accordance with the provisions of Section IX. of this Endorsement.
- (29) **Insured** means:
- (a) the **Named Insured**;
 - (b) any **Subsidiary** of the **Named Insured**, but only with respect to **wrongful acts or first party insured events** that occur while a **Subsidiary** is under the **Named Insured's managerial control**;
 - (c) any past, present, or future **executive**, trustee, court-appointed receiver or **employee** of the **Named Insured or Subsidiary**, but only while acting solely within the scope of his or her duties as such;
 - (d) if the **Named Insured or Subsidiary** is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, stockholder, or owner thereof, but only while acting solely within the scope of his or her duties as such;
 - (e) any agent or independent contractor of the **Named Insured or Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured or Subsidiary**; and
 - (f) any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Endorsement, but only for the acts of a party described in paragraphs (a) through (e) above, and only if the written contract is executed prior to the date any **wrongful act or first party insured event** occurs.
- (30) **Insured computer system** means:
- (a) a **computer system** that is owned and operated by **you**, or that is leased to **you** and operated by **you**;
 - (b) any **insured telecommunications system**; and
 - (c) with respect to Insuring Agreements I.(A)(2), I.(A)(3), I.(A)(4), I.(B)(1) and I.(B)(4) only, **insured computer system** also includes a **computer system** operated by a **BPO service provider** or an **outsourced IT service provider**, which is used to provide services to **you**, or for processing, maintaining, hosting or storing **data** for **you**, pursuant to a written contract with **you** to provide such services.
- (31) **Insured telecommunications system** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **you** and under **your** direct operational control.
- (32) **Interruption expenses** means those reasonable and necessary expenses, excluding **special expenses**, incurred by **you** to avoid or minimize the suspension of **your** business because of a total or partial interruption, degradation in service, or failure of an **insured computer system** caused by a **system failure**, which **you** would not have incurred in the absence of the **system failure**. **Interruption expenses** include, but are not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, the use of **third party** services, or additional staff expenditures or labor costs. The amount of **interruption expenses** recoverable shall not exceed the amount by which the covered **income loss** is reduced by such incurred expenses.
- (33) **Managerial control** means:
- (a) owning interests representing more than 50% of the voting, appointment or designation power for the selection of:
 - i. a majority of the board of directors or trustees, if the entity is a corporation;

- ii. the management committee members, if the entity is a joint venture; or
 - iii. the members of the management board, if the entity is a limited liability company.
 - (b) having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:
 - i. a majority of the board of directors or trustees, if the entity is a corporation;
 - ii. the management committee members, if the entity is a joint venture; or
 - iii. the members of the management board, if the entity is a limited liability company.
 - (c) possessing at least 50% ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;
 - (d) being the exclusive sponsor, if the entity is a charitable trust or foundation; or
 - (e) being the only general partner of an entity.
- (34) **Media material** means communicative material of any kind or nature for which **you** are responsible, including, but not limited to, words, pictures, sounds, images, graphics, code and **data**, regardless of the method or medium of communication of such material or the purpose for which the communication is intended. **Media material** does not include any tangible goods or products that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by **you** or others trading under **your** name.
- (35) **Merchant services agreement** means an agreement between **you** and an **acquiring bank, card association, brand, network, credit or debit card processor, independent sales organization, gateway, or membership service**, which enables **you** to accept payment by credit card, debit card or prepaid card.
- (36) **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- (37) **Multimedia wrongful act** means any of the following, whether actual or alleged, but only if directly resulting from the dissemination of **media material** by an **Insured**:
- (a) any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement or trade libel, and infliction of emotional distress, mental anguish, outrage or outrageous conduct, if directly resulting from any of the foregoing;
 - (b) invasion, infringement or interference with an individual's right of privacy or publicity, including the torts of false light, intrusion upon seclusion, commercial misappropriation of name, person, or likeness, and public disclosure of private facts;
 - (c) plagiarism, piracy or misappropriation of ideas under an implied contract;
 - (d) Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name;
 - (e) domain name infringement or improper deep-linking or framing;
 - (f) negligence in **media material**, including a **claim** alleging harm to any person or entity that acted or failed to act in reliance upon such **media material**;
 - (g) false arrest, detention or imprisonment;
 - (h) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
 - (i) unfair competition, but only when arising out of a peril described in (a) through (h) above.
- (38) **Named Insured** means the person or organization listed as such on the Declarations Page of the Policy to which this Endorsement attaches.
- (39) **Notification** means written notice to affected individuals in the event of a **security breach** or **privacy breach**, whether such written notice is made by **you** voluntarily or to comply with **privacy regulations**.
- (40) **Notification expenses** means reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide **notification** of a **security breach** or **privacy breach**, including printing costs, mailing and postage expenses, and the costs to engage a **third party** to mail **notification** letters and prepare substitute or website notices. **Notification expenses** must be incurred with the Company's prior written consent.
- (41) **Other property** means any tangible property, other than **money** or **securities**, which has intrinsic value.
- (42) **Outsourced IT service provider** means a **third party** that provides information technology services to **you**, under a written contract with **you** to provide such services, including, but not limited to, hosting, security management, co-location, and **data** storage. **Outsourced IT service provider** includes any **cloud provider**.
- (43) **PCI Data Security Standard** (known as "PCI DSS") means the Payment Card Industry Security Standards Council Data Security Standard in effect now, or as hereafter amended, which all merchants and processors must follow when storing, processing and transmitting cardholder **data**.

- (44) **PCI DSS demand** means a written demand for **PCI DSS fines and assessments** received by an **Insured** directly or indirectly from or through an **acquiring bank, card association** or payment card processor due to an **Insured's** non-compliance with the **PCI Data Security Standard**, or a request for information received by an **Insured** from an **acquiring bank, card association** or payment card processor regarding a suspected **security breach** or **privacy breach**.
- (45) **PCI DSS fines and assessments** means monetary fines, penalties or assessments, including fraud recoveries, card reissuance costs, operational expenses or compliance case costs, which an **Insured** is legally obligated to pay under the terms of a **merchant services agreement**, but only where such monetary fines, penalties or assessments result from a **security breach** or **privacy breach**.
- (46) **Period of indemnity** means the period beginning on the earlier of the date of **notification** or the first **adverse media report** (whichever applies), and ending on the earlier of:
- (a) the date when gross revenues are restored to the level they had been prior to **notification** or the first **adverse media report** (whichever applies); or
 - (b) 180 consecutive days after the date of **notification** or the first **adverse media report** (whichever applies).
- (47) **Period of restoration** means the period beginning on the date when the **system failure** began, and ending on the earlier of:
- (a) the date when the **insured computer system** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **system failure**, plus a maximum of 30 additional consecutive days after the restoration of the **insured computer system** to allow for restoration of **your** business; or
 - (b) 120 consecutive days after the date the **system failure** began.
- (48) **Personally identifiable information** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **privacy regulations**.
- (49) **Phishing attack** means the use by a **third party** of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you** or **your** brand, products or services to solicit **private information**.
- (50) **Print media** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials including packaging, photographs, and digital images.
- (51) **Privacy breach** means any of the following:
- (a) the unauthorized collection, disclosure, use, access, destruction or modification of **private information**;
 - (b) the inability to access, or failure to provide, **private information**;
 - (c) theft or loss of **private information**, including the theft or loss of **private information** stored on an unsecured **data** storage device or mobile or handheld device, including any smartphone, tablet, and laptop which is owned by **you** and operated by an **Insured**, or owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy);
 - (d) the surrender of **private information** as a result of false communications or social engineering techniques, including but not limited to phishing, spear-phishing, and pharming;
 - (e) the failure to implement, maintain, or comply with privacy policies and procedures stating **your** obligations regarding **private information**, including but not limited to **your privacy policy**;
 - (f) the failure to develop or administer an identity theft prevention program;
 - (g) the failure to implement specific security practices with respect to **private information** required by any **privacy regulations**;
 - (h) an infringement or violation of any rights to privacy;
 - (i) breach of a person's right of publicity, false light, intrusion upon a person's seclusion;
 - (j) the failure to comply with **privacy regulations** pertaining to the **Insured's** responsibilities with respect to **private information**, but only relating to an act listed in paragraphs (a) through (h) above; or
 - (k) the failure to comply with any federal, state, foreign or other law (including common law), statute or regulation prohibiting unfair or deceptive trade practices or consumer fraud pertaining to the **Insured's** responsibilities with respect to **private information**, but only relating to an act listed in paragraphs (a) through (h) above.
- A series of continuing **privacy breaches**, related or repeated **privacy breaches**, or multiple **privacy breaches** resulting from the same event or incident will be considered a single **privacy breach** and will be deemed to have occurred at the time the first **privacy breach** in the series first occurred.

(52) Privacy breach response costs means:

- (a)** reasonable and necessary **public relations expenses** that **you** incur with the Company's prior written consent prior to or following the publication of an **adverse media report** to avert or mitigate any material damage to **your reputation** or brands, which results or reasonably could result from the **adverse media report**; and
- (b)** reasonable and necessary legal fees that **you** incur on **your** own behalf or on behalf of a party for whom **you** are **vicariously liable** to:
 - i. determine the scope, cause, and extent of an actual or suspected **privacy breach** or **security breach**;
 - ii. determine the applicability of, and **your** obligations to comply with, **privacy regulations** due to an actual or suspected **privacy breach**; and
 - iii. draft a **notification** letter to be sent to parties affected by a **privacy breach**.
- (c)** reasonable and necessary fees and costs that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to retain a qualified IT forensics firm or computer security expert to investigate and identify the source and scope of a **security breach** or **privacy breach**; and
- (d)** overtime salaries of non-exempt **employees** assigned to handle inquiries from parties affected by a **privacy breach**.

(53) Privacy regulations means foreign, federal, state or local statutes, rules, regulations and other laws, as they currently exist and as amended, associated with the confidentiality, access, control, and use of **private information**, including, but not limited to:

- (a)** the Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191), known as HIPAA, and related or similar state medical privacy laws;
- (b)** the Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder;
- (c)** state and federal statutes and regulations regarding the security and privacy of consumer information;
- (d)** governmental privacy protection regulations or laws associated with the control and use of personal information, including but not limited to requirements to post or publish **your privacy policy**, adopt specific privacy controls, or inform customers of actual or suspected **privacy breaches**;
- (e)** the privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;

(f) the Children's Online Privacy Protection Act or similar laws, as they exist now or in the future;

(g) the EU General Data Protection Act or other similar privacy and security statutes, rules, regulations or other laws worldwide, as they exist now or in the future; and

(h) the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

(54) Privacy regulatory proceeding means a civil administrative proceeding, regulatory action, request for information, or investigation instituted against an **Insured** by a foreign, federal, state or local governmental body because of a **security breach** or **privacy breach**.

(55) Private information means:

(a) proprietary or confidential information owned by a **third party** that is in the care, custody or control of an **Insured** or is used by an **Insured** with the consent of such **third party**;

(b) personally identifiable information; and

(c) any information that is linked or linkable to a specific individual and that is subject to any **privacy regulations**.

(56) Programming error means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **computer system**.

(57) Property damage means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property.

(58) Public relations expenses means expenses that **you** incur to retain or hire a **third party** public relations consultant or public relations firm to protect or restore **your reputation**, which is damaged or reasonably could be damaged by an **adverse media report**.

(59) Regulatory compensatory award means a sum of **money** which an **Insured** is legally obligated to pay as a regulatory agency's award or fund for parties affected by a **privacy breach**, due to an adverse judgment or settlement arising out of a **privacy regulatory proceeding**. **Regulatory compensatory award** includes consumer redress funds but does not include any criminal fines or penalties of any nature whatsoever.

(60) Regulatory fines and penalties means civil fines or penalties imposed by a foreign, federal, state or local governmental regulatory body against an **Insured** in a **privacy regulatory proceeding**. **Regulatory fines and penalties** do not include: a) any amounts deemed uninsurable under the law pursuant to which this insurance is construed, b) any criminal fines or penalties of any nature whatsoever; or c) **PCI DSS fines and assessments**.

(61) **Retroactive date** means the date specified as such in Item 4. of the Cyber Liability Declarations, on or after which **wrongful acts** must have taken place to be considered for coverage under this Endorsement.

(62) **Securities** means negotiable or non-negotiable instruments or contracts representing **money** or **other property** but does not include **money**.

(63) **Security and privacy wrongful act** means any of the following, whether actual or alleged, but only if committed by an **Insured**:

- (a) the failure to prevent or hinder a **security breach**, which in turn results in:
 - i. the alteration, copying, corruption, destruction, deletion, or damage to **data** stored on an **insured computer system**;
 - ii. theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in **your** care, custody or control;
 - iii. theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in the care, custody or control of a **BPO service provider** or an **outsourced IT service provider** that is holding, processing or transferring such **private information** on **your** behalf; provided, however, that the theft, loss or unauthorized disclosure occurs while **your** written contract with such **BPO service provider** or **outsourced IT service provider** is still in effect;
 - iv. unauthorized access to, or unauthorized use of, a **computer system** other than an **insured computer system**;
 - v. the inability of an authorized **third party** to gain access to **your** services;
- (b) the failure to timely disclose a **security breach** affecting **private information**;
- (c) the failure to dispose of **private information** within the required period, in violation of **privacy regulations**;
- (d) the failure to prevent the transmission of a malicious code or computer virus from an **insured computer system** to the **computer system** of a **third party**;
- (e) a **privacy breach**;
- (f) the failure to prevent a **privacy breach**;
- (g) the failure to prevent or hinder participation by an **insured computer system** in a **denial of service attack** directed against internet sites or the **computer system** of a **third party**;
- (h) the failure to prevent the theft or loss of **personally identifiable information** of **employees**; or
- (i) infliction of emotional distress or mental anguish, but only if directly resulting from a peril described in (a) through (h) above.

(64) **Security breach** means any of the following, whether a specifically targeted attack or a generally distributed attack:

- (a) a **hacking attack**;
- (b) the physical theft or loss of an unsecured **data** storage device containing **private information**; or
- (c) the theft or loss of an unsecured mobile or handheld device containing **private information**, including any smartphone, tablet, and laptop owned by **you** and operated by an **Insured**, or owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy).

A series of continuing **security breaches**, related or repeated **security breaches**, or multiple **security breaches** resulting from a continuing failure of computer security will be considered a single **security breach** and will be deemed to have occurred at the time the first **security breach** in the series first occurred.

(65) **Special expenses** means reasonable and necessary costs and expenses that **you** incur to:

- (a) prevent, preserve, minimize, or mitigate any further damage to **digital assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts;
- (b) preserve critical evidence of any criminal or malicious wrongdoing;
- (c) purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **system failure**; or
- (d) notify affected individuals of a total or partial interruption, degradation in service, or failure of an **insured computer system** resulting from a **system failure**.

(66) **Subsidiary** means any entity in which the **Named Insured**, either directly or indirectly, through one or more of its **Subsidiaries**:

- (a) had **managerial control** as of the effective date of the Policy; or
- (b) acquires **managerial control** after the effective date of the Policy, subject to the limitations of Section VIII. of this Endorsement.

(67) **System failure** means an unplanned outage, interruption, failure, suspension, or degradation of service of an **insured computer system**, including, but not limited to, any such outage, interruption, failure, suspension, or degradation of service caused directly by a **hacking attack**.

(68) **Takeover** means:

- (a) any person, entity or affiliated group of persons or entities obtains more than 50% of the **Named Insured's** equity or assets;

- (b) any person, entity or affiliated group of persons or entities obtains the right to elect or appoint more than 50% of the **Named Insured's** directors, officers, trustees or member managers, as applicable;
 - (c) the acquisition of the **Named Insured** by another entity, whereby the entity obtains **managerial control** of the **Named Insured**;
 - (d) the **Named Insured** is dissolved, sold or acquired by, merged into, or consolidated with, another entity, such that the **Named Insured** is not the surviving entity; or
 - (e) the **Named Insured** ceases to do business for any reason.
- (69) **Third party** means any entity, company, organization or person who does not qualify as an **Insured**.
- (70) **Unauthorized trading** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.
- (71) **Vicariously liable** means **your** legal responsibility for the liability of others, including legal responsibility **you** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Endorsement to any **third party**, other than as provided in this definition.
- (72) **Waiting period** means:
- (a) with respect to Insuring Agreement **I.(B)(2)** only, the 2-week period which must elapse after **notification**, or in the event of an **adverse media report**, after publication of the first **adverse media report**, before **brand loss** may be payable. The **waiting period** applies to each **period of indemnity**.
 - (b) with respect to Insuring Agreement **I.(B)(3)(b)** only, the 8-hour period which must elapse before **income loss, interruption expenses and special expenses** may be payable. The **waiting period** applies to each **period of restoration**.
- (73) **Wrongful act** means:
- (a) with respect to Insuring Agreement **I.(A)(1)** only, a **multimedia wrongful act**;
 - (b) With respect to Insuring Agreement **I.(A)(2)** only, a **security and privacy wrongful act**; and
 - (c) With respect to Insuring Agreements **I.(A)(3)** and **I.(A)(4)** only, a **security breach** or **privacy breach**.
- (74) **You and Your** means the **Named Insured** and any **Subsidiary**.
- (75) **Your privacy policy** means **your** published policies provided to **employees** or **third parties** in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of information relating to **private information**.

(76) **Your reputation** means the estimation of trust that customers or clients have in doing business with **you** or in purchasing **your** products or services.

V. CYBER LIABILITY NOTICE PROVISIONS

- (A) As a condition precedent to coverage for any **claim** under any Insuring Agreement of this Endorsement except Insuring Agreement **I.(B)(2)**, an **executive** must provide written notice to the Company of such **claim** as soon as practicable during the **endorsement period**, but no later than 60 days after expiration of the **endorsement period** (or during the **cyber liability extended reporting period**, if applicable).
- (B) As a condition precedent to coverage for any **claim** under Insuring Agreement **I.(B)(2)**, an **executive** must provide written notice to the Company of such **claim** during the **period of indemnity**.
- (C) If, during the **endorsement period**, an **executive** becomes aware of any incidents, acts, facts or circumstances that could reasonably be a basis for a **claim**, and if the **executive** gives written notice to the Company during the **endorsement period** that describes:
 - (1) specific details of the incidents, acts, facts or circumstances that could reasonably be the basis for a **claim**;
 - (2) possible **damages**, penalties, or other amounts potentially covered under this Endorsement that may result or has resulted from the facts or circumstances;
 - (3) details regarding how the **executive** first became aware of the incidents, acts, facts or circumstances; and
 - (4) the **computer system** security and event logs, if applicable,

then any **claim** arising out of such reported incidents, acts, facts or circumstances will be deemed a **claim** first made on the date that Company first received written notice complying with the above requirements.

- (D) Failure to give any notice required to be given by this Endorsement within the time period prescribed shall not invalidate any **claim** if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

VI. CYBER LIABILITY EXTENDED REPORTING PROVISIONS

- (A) If the Policy is cancelled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or non-payment of premium, or if the **Named Insured** cancels or chooses not to renew the Policy, the **Named Insured** will have the option to purchase a **cyber liability extended reporting period**. The additional premium for the **cyber liability extended reporting period**

will be a percentage of the full Cyber Liability annual premium in effect on the date the Policy was issued or last renewed, as set forth below:

Term	Percent of Cyber Annual Premium
One year (12 months)	100%
Two years (24 months)	150%
Three years (36 months)	200%

(B) If purchased by the **Named Insured**, the **cyber liability extended reporting period** will only apply to:

- (1) with respect to the Third Party Liability Insuring Agreements of this Endorsement, any **claim** first made against an **Insured** during the **cyber liability extended reporting period**, provided always that the actual or alleged **wrongful acts** giving rise to such **claim** occur on or after the **retroactive date** and prior to the end of the **endorsement period**; and
- (2) with respect to the First Party Insuring Agreements of this Endorsement, any **claim** reported to the Company during the **cyber liability extended reporting period**, provided always that the **first party insured event** giving rise to such **claim** first occurs during the **endorsement period**, but before the effective date of cancellation or non-renewal of the Policy, and the **first party insured event** is first discovered by an **executive** during the **cyber liability extended reporting period**.

(C) Any such **cyber liability extended reporting period**:

- (1) shall be evidenced in Item 5 of the Cyber Liability Declarations;
- (2) is subject to all terms, conditions, limitations and exclusions of this Endorsement;
- (3) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such **cyber liability extended reporting period**; and
- (4) shall be effective on the effective date of cancellation of the Policy, if applicable, or the expiration date of the Policy.

(D) The Limits of Liability for the **cyber liability extended reporting period** shall be part of, and not in addition to, the Limits of Liability set forth in the Cyber Liability Declarations. The purchase of the **cyber liability extended reporting period** shall not increase or reinstate the Limits of Liability.

(E) The right to purchase the **cyber liability extended reporting period** shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the **cyber liability extended reporting period** to the Company within thirty (30) days of the effective date of cancellation, if applicable, or the expiration date of the Policy.

(F) At the commencement of a **cyber liability extended reporting period**, the entire premium will be deemed fully earned, and in the event the **Named Insured** terminates a **cyber liability extended reporting period** extended for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the **cyber liability extended reporting period**.

VII. CYBER LIABILITY EXCLUSIONS

The Company will not be liable under this Endorsement for:

(A) any **claim** based upon, arising from, or in any way involving any actual or alleged **wrongful act** or **first party insured event** of which any **Insured** had knowledge prior to the earlier of:

- (1) the **endorsement period**; or
- (2) the original inception date of Cyber Liability Insurance issued by the Company of which this Endorsement is a direct and continuous renewal;

(B) any **claim** made by or on behalf of an **Insured** against another **Insured**; however, this exclusion does not apply to a **claim** under Insuring Agreement I.(A)(2) which is brought by any past, present or future **employee** against **you**;

(C) any **claim** based upon, arising from, or in any way involving any of the following committed by an **Insured**, whether acting alone or in collusion with other persons:

- (1) a willful, intentional, deliberate, malicious, fraudulent, or dishonest act or omission;
- (2) a criminal act;
- (3) an intentional violation of law; or
- (4) the gaining of any profit or advantage to which an **Insured** is not legally entitled.

However, the Company may pay **defense costs** incurred in connection with the defense of any conduct described in this Exclusion until such time as there is a final, non-appealable adjudication in a judicial, administrative or alternative dispute proceeding, or by an **Insured's** own admission in a proceeding or otherwise. The Company will have the right to recover **defense costs** incurred in defending any such **claim** from any **Insured** found to have committed the conduct described in this Exclusion.

Notwithstanding the foregoing, this Exclusion does not apply to any **Insured** who did not commit, participate in or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

(D) any **claim** based upon, arising from, or in any way involving the insolvency or bankruptcy of any person or entity, or the failure, inability or unwillingness of any person or entity to make payments, perform obligations or conduct business because of insolvency, liquidation, or bankruptcy; however, **your** insolvency or bankruptcy will not relieve the Company of its obligations under this Endorsement where **your** insolvency or bankruptcy does not give rise to a **claim** or loss;

(E) any **claim** for **bodily injury** or **property damage**;

(F) any **claim** based upon, arising from, or in any way involving any regional, countrywide, or global outage, failure, disruption, or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure;

(G) any **claim** based upon, arising from, or in any way involving the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services;

(H) any **claim** based upon, arising from, or in any way involving the violation of any economic or trade sanctions by the United States government including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC); however, this exclusion does not apply to a **security breach** originating from any country where the United States of America has imposed economic or trade sanctions;

(I) any **claim** based upon, arising from, or in any way involving any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise; however, this exclusion does not apply to:

(1) any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise and which would have been insured by this Endorsement;

(2) an actual or alleged breach of **your privacy policy**;

(3) an actual or alleged breach of an express, implied, actual or constructive contract, warranty, guarantee or promise to protect **private information**;

(4) any **claim** under Insuring Agreement **I.(A)(2)** for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **private information**; or

(5) any **claim** under Insuring Agreement **I.(A)(4)** for an unintentional breach of the provisions of a **merchant services agreement** relating to compliance with the **PCI DSS Standard**.

(J) any **claim** based upon, arising from, or in any way involving any liability assumed by any **Insured** under a contract or agreement; however, this exclusion does not apply to:

(1) with respect to Insuring Agreement **I.(A)(1)** and Insuring Agreement **I.(A)(2)** only, liability **assumed under contract**;

(2) any liability an **Insured** would have had in the absence of such contract or agreement and which would have been insured by this Endorsement; or

(3) with respect to Insuring Agreement **I.(A)(4)** only, liability for **PCI DSS fines and assessments** assumed under a **merchant services agreement**;

(K) any **claim** based upon, arising from, or in any way involving:

(1) any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste ("waste" includes materials to be recycled, reconditioned, or reclaimed), whether resulting from an **Insured's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or

(2) Any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or contamination of any kind, or in any way respond to, or assess the effects of, pollutants or contamination;

(L) any **claim** based upon, arising from, or in any way involving **income loss** caused by, or resulting from, **unauthorized trading**;

(M) any **claim** based upon, arising from, or in any way involving:

(1) the actual or alleged loss of value of any **securities**;

(2) the actual or alleged purchase or sale of **securities**;

(3) the offer of, or solicitation of an offer, to purchase or sell **securities**; or

(4) the violation of any **securities** law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, or the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any similar federal, state, local, or foreign law, including "Blue Sky" laws, whether such law is statutory, regulatory, or common law;

(N) any **claim** based upon, arising from, or in any way involving the actual or alleged government enforcement of any foreign, federal, state or local regulation including, but not limited to, regulations promulgated by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission; however, this exclusion does not apply to a **privacy regulatory proceeding**;

(O) any **claim** based upon, arising from, or in any way involving:

- (1) any employer-**employee** relations, policies, practices, acts, or omissions;
- (2) any actual or alleged refusal to employ any person; or
- (3) any misconduct by **you** with respect to **employees**.

However, this exclusion does not apply to a **claim** under Insuring Agreement **I.(A)(2)**, Insuring Agreement **I.(A)(3)** or Insuring Agreement **I.(B)(1)** which is based upon or arising from a breach of the **personally identifiable information** of any **employee**.

(P) any **claim** based upon, arising from, or in any way involving any actual or alleged harassment or discrimination of any kind including, but not limited to, age, color, race, gender, creed, national origin, marital status, sexual preferences, disability, or pregnancy;

(Q) any **claim** based upon, arising from, or in any way involving:

- (1) the violation of any pension, healthcare, welfare, profit sharing, mutual, or investment plans, funds, or trusts; or
- (2) any violation of any provision of the Employee Retirement Income Security Act of 1974 and its amendments, or the Pension Protection Act of 2006 and its amendments, or any regulation, ruling, or order issued pursuant to the foregoing statutes.

However, Exclusion (Q)(2) does not apply to a **claim** under Insuring Agreement **I.(A)(2)**, Insuring Agreement **I.(A)(3)** or Insuring Agreement **I.(B)(1)** which is based upon or arising from a breach of the **personally identifiable information** of any **employee**.

(R) any **claim** for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether declared or not), civil war or mutiny, civil commotion assuming the proportions of, or amounting to, a riot, popular uprising, military uprising, insurrection, rebellion, revolution, or usurped power, or for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken by a government authority to hinder, control, prevent, suppress, or defend against any of the aforementioned actions; or the confiscation, nationalization, requisition, or destruction of, or damage to, property by, or under the order of, any government authority; however, this exclusion does not apply to an **act of cyber terrorism**;

(S) any **claim** based upon, arising from, or in any way involving:

- (1) any **Insured's** failure to comply with or follow the **PCI Data Security Standard** or any payment card company rules; or

(2) any **Insured's** failure to implement or maintain, or comply with, any security measures or standards related to any payment card **data** including, but not limited to, any fine or penalty imposed by a payment card company on a merchant bank or payment processor that an **Insured** has paid or agreed to reimburse or indemnify.

However, this exclusion does not apply to a **PCI DSS demand**.

(T) any **claim** based upon, arising from, or in any way involving:

- (1) any actual or alleged unfair competition, price fixing, deceptive trade practices or restraint of trade; or
- (2) the violation of any antitrust statute, legislation or regulation.

However, Exclusion (T)(1) does not apply to:

- (1) allegations of unfair competition that form a part of **claim** under Insuring Agreement **I.(A)(1)**, Insuring Agreement **I.(A)(2)** or Insuring Agreement **I.(A)(3)**; or
- (2) allegations of deceptive trade practices that form a part of a **claim** under Insuring Agreement **I.(A)(2)** or Insuring Agreement **I.(A)(3)**.

(U) any **claim** based upon, arising from, or in any way involving any actual or alleged infringement of any patent;

(V) any **claim** based upon, arising from, or in any way involving the misappropriation, theft, copying, display or publication of any trade secret; however, this exclusion does not apply to a **claim** under Insuring Agreement **I.(A)(2)** alleging failure to prevent the misappropriation of a trade secret which results from a **security and privacy wrongful act**;

(W) any **claim** based upon, arising from, or in any way involving the confiscation, commandeering, requisition, destruction of, or damage to, computer hardware by order of a government de jure or de facto, or by any public authority for whatever reason; however, this exclusion does not apply to a **system failure**;

(X) any **claim** based upon, arising from, or in any way involving any actual or alleged violation of the Telephone Consumer Protection Act (47 U.S.C. §227), the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), or the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), each as amended, or any regulations promulgated under the foregoing statutes, or any similar federal, state, local or foreign laws, whether such laws are statutory, regulatory or common law, including any anti-spam law or other law concerning the use of telephonic or electronic communications for solicitation purposes, or any allegations of invasion or violation of any rights to privacy derived therefrom;

(Y) with respect to all First Party Insuring Agreements of this Endorsement:

- (1) any liability to any **third party** for whatever reason, including, contractual penalties, **damages**, or legal costs and expenses of any type;
- (2) sanctions, fines or penalties imposed by law; or
- (3) any **claim** based upon, arising from, or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure, or any other physical event, however caused.

(Z) with respect to Insuring Agreement **I.(B)(2)** (BrandGuard®) of this Endorsement only:

- (1) any loss, cost, liability or expense that **you** incur to re-establish **your reputation**, including **public relations expenses**;
- (2) any loss, cost, liability or expense incurred in any **claim** that is insured by any other insurance, except excess insurance; or
- (3) any loss, cost, liability or expense incurred because of an **adverse media report** that also affects or refers in similar terms to a general security issue, an industry, or **your** specific competitors without any specific allegations regarding a **security breach** or a **privacy breach** committed by an **Insured**, or by others acting on **your** behalf, for whom **you** are legally responsible, including **BPO service providers** or **outsourced IT service providers**;

(AA) With respect to Insuring Agreement **I.(B)(3)** (System Failure) of this Endorsement only:

- (1) the cost of restoring, updating or replacing **digital assets** to a level beyond that which existed prior to the **system failure**;
- (2) physical damage to, or the costs to repair or replace, any computer hardware or **data** center;
- (3) the economic or market value of **digital assets**;
- (4) the costs or expenses incurred to identify, patch, or remediate software **programming errors** or **computer system** vulnerabilities;
- (5) the cost to upgrade, improve, repair, redesign, reconfigure, or maintain an **insured computer system** to a level of functionality beyond that which existed prior to the **system failure**;
- (6) the cost of restoring, replacing or repairing any electronic media; or
- (7) loss of goodwill or harm to **your reputation**.

VIII. CHANGES IN EXPOSURE

(A) In the event of a **takeover** during the **endorsement period**, coverage under this Endorsement will continue until its natural expiration date for any **claim** made during the **endorsement period**, but only if the

wrongful acts or **first party insured events** giving rise to such **claim** occur on or after the applicable **retroactive date** and prior to the effective date of the **takeover**.

(B) If, after the effective date of the **endorsement period**, the **Named Insured** acquires or creates a **Subsidiary**, and the Company has agreed, by endorsement to the Policy, to provide coverage for such **Subsidiary**, then such **Subsidiary** will be included within the definition of **Insured** for the duration of the **endorsement period**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur after the creation or acquisition of such **Subsidiary**.

(C) If, after the effective date of the **endorsement period**, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will be an **Insured** for the duration of the **endorsement period**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur on or after the applicable **retroactive date** and prior to the effective date of the sale.

IX. LOSS DETERMINATION

(A) **Brand Loss**. The **brand loss** payable under Insuring Agreement **I.(B)(2)** will be calculated by considering:

- (1) the prior experience of **your** business preceding the date of the **adverse media report** or **notification**, whichever applies, and **your** likely net profit, had no **adverse media report** been published or **notification** occurred;
- (2) income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream;
- (3) **Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **adverse media report** or **notification**, which would have affected **your** business had no **adverse media report** been published or **notification** occurred; and
- (4) **Your** fixed operating expenses (including ordinary payroll), but only to the extent that such fixed operating expenses must continue during the **period of indemnity**.

For purposes of calculating **brand loss**, "net profit" will include the amount paid or payable to **you** for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

(B) **Digital Assets Loss**. The **digital assets loss** payable under Insuring Agreement **I.(B)(3)(a)** will be determined as follows:

- (1) if the impacted **digital asset** was purchased from a **third party**, we will pay only the lesser of the original purchase price of the **digital asset** or the reasonable and necessary **digital assets loss**; or
- (2) if it is determined that the **digital assets** cannot be replaced, restored or recreated, we will only reimburse the actual and necessary **digital assets loss** incurred up to such determination.

(C) **Income Loss.** The **income loss** payable under Insuring Agreement I.(B)(3)(b) will be calculated as follows:

- (1) **Your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **system failure**; plus
- (2) **Your** fixed operating expenses (including ordinary payroll) incurred, but only to the extent that such operating expenses must continue during the **period of restoration**.

Income loss will be calculated by considering:

- (1) the prior experience of **your** business preceding the date of the **system failure**, and **your** likely net profit, had no **system failure** occurred;
- (2) income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream; and
- (3) **Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **system failure**, which would have affected **your** business had no **system failure** occurred.

For purposes of calculating **income loss**, "net profit" will include the amount paid or payable to **you** for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

X. TRANSFER OF DUTIES WHEN THE LIMIT OF LIABILITY IS EXHAUSTED

- (A) If the Company concludes that, based on **claims** which have been reported, the applicable Limit of Liability set forth in the Cyber Liability Declarations is likely to be exhausted, the Company will notify **you** to that effect.
- (B) When the applicable Limit of Liability has been exhausted:
 - (1) The Company will notify **you** in writing as soon as practicable that: (a) such Limit of Liability has been exhausted; and (b) the Company's obligation to defend any **claim** or pay any amounts has ended.
 - (2) The Company will initiate and cooperate in the transfer of control to the appropriate **Insured** all **claims** which are subject to the Limit of Liability and were reported to the Company before the Limit of Liability was exhausted. **You**, and any other **Insured**, must cooperate in the transfer of control of said **claims**. **You**, and any other **Insured** involved in a **claim**, must arrange for the defense and payment of such **claim** within the period agreed to by the appropriate **Insured** and the Company. Absent any such agreement, arrangements for defense and payment of the

claim must be made as soon as practicable. The Company will take such steps as deemed appropriate to avoid default in, or continue the defense or handling of, such **claim** until transfer of control is completed, provided the **Insured** is cooperating in completing such transfer.

- (3) The **Insured** shall reimburse the Company for the costs it incurs in transferring control of a **claim**. The Company will take no action whatsoever with respect to any **claim** that would have been subject to the applicable Limit of Liability had it not been exhausted, if the **claim** is reported to the Company after the Limit of Liability is exhausted.
- (4) The **Insured** will also be responsible for providing **notification** and customer support, including credit monitoring services and identity theft education or assistance, to affected individuals. The **Insured** may continue to utilize vendors recommended by the Company to provide such services.
- (5) The exhaustion of the Limit of Liability and the resulting end of the Company's obligation to defend any **claim** or pay any amount will not be affected by the Company's failure to comply with any of the provisions of this clause.

XI. OTHER INSURANCE

The coverage provided by this Endorsement will be excess insurance over any other valid and collectible insurance available, including any self-insured retention or deductible portion thereof, whether such insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such insurance specifically applies as excess insurance over the insurance provided under this Endorsement.

XII. ARBITRATION

Notwithstanding any other provision of this Endorsement or the Policy, any irreconcilable dispute between the Company and an **Insured** concerning this Endorsement or coverage for any **claim** is to be resolved by arbitration in accordance with the then current rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has the power to decide any dispute between the Company and the **Insured** concerning the application or interpretation of this Endorsement. However, the arbitrator shall have no power to change or add to the provisions of this Endorsement. The **Insured** and the Company will share equally in the cost of arbitration.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL COMMUNITY AND OFFICE ASSOCIATION PROTECTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Coverage	Limit
Fine Arts	\$25,000
Water Back-Up and Sump Overflow	\$50,000/Location
Electronic Data Processing Equipment	\$5,000 On-Premises \$5,000 Off-Premises
Electrical Injury	\$5,000
Soft Cost Expenses	\$10,000
Increased Cost of Loss and Related Expense for Green Upgrades	\$25,000
Theft of Clients' Property	\$5,000

The coverages provided by this endorsement are replaced by any identical coverage with a limit equal to or greater than the limit provided by this endorsement. The coverages provided by this policy are not excess of any identical coverage found elsewhere in this policy.

FINE ARTS

A. The following is added to Paragraph **A.5. Additional Coverages** under **Section I - Property**:

Fine Arts

(1) We will pay for direct loss of or damage to Fine Arts, whether owned by:

- (a) You; or
- (b) Others, and in your care, custody or control.

(2) Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.

(3) The most we will pay for loss in any one occurrence under this coverage is \$25,000 at each premises described in the Declarations. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this coverage is additional insurance over the insurance available for Business Personal Property.

(4) The value of fine arts will be the least of the following amounts:

- (a) The actual cash value of that property at the time of loss;
- (b) The cost of reasonably restoring that property to its condition immediately before loss; or
- (c) The cost of replacing that property with substantially identical property.

(5) In the event of loss, the value of property will be determined as of the time of loss.

B. The following are added to Paragraph **E. Property Loss Conditions** under **Section I - Property**:

- 1. In case of loss to any part of a pair or set we will:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between the value of the pair or set before and after the loss.
- 2. You must arrange for fine arts to be packed and unpacked by competent packers.

WATER BACK-UP AND SUMP OVERFLOW

The following is added to Paragraph **A.5. Additional Coverages** of **Section I - Property**:

Water Back-Up and Sump Overflow

A. We will pay for direct physical loss or damage to Covered Property, covered under **Section I - Property**, caused by or resulting from:

- 1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
- 2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **A.2.** of Water Back-Up and Sump Overflow, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A.** of Water Back-Up and Sump Overflow does not apply to loss or damage resulting from:

- 1. An insured's failure to keep a sump pump or its related equipment in proper working condition;

2. An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
 3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.
- C. The most we will pay for all direct physical loss or damage to Covered Property at any one location in any one policy year is \$50,000 regardless of the number of occurrences that cause or result in loss or damage to Covered Property.

If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that limit 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.

- D. The following provisions apply to **Section I - Property** and supersede any provisions to the contrary:

The most we will pay under:

1. Paragraph **A.5.f.** Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph **A.** of Water Back-Up and Sump Overflow; and
2. Paragraph **A.5.g.** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **A.** of Water Back-Up and Sump Overflow;

for all loss of Business Income you sustain and Extra Expense you incur at any one location in any one policy year is \$20,000. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- E. With respect to the coverage provided under Water Back-Up and Sump Overflow, the **Water** Exclusion in **Section I - Property** is replaced by the following:

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

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **4.**, 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 **4.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- F. For the purposes of Water Back-Up and Sump Overflow, the term drain includes a roof drain and related fixtures.

ELECTRONIC DATA PROCESSING EQUIPMENT

- A. For coverage provided under Electronic Data Processing Equipment only, Paragraph **A.1. Covered Property** of **Section I - Property** is replaced by the following:

1. Covered Property

Covered Property includes your "electronic data processing equipment" and "electronic data" and "media" and similar property held by you and belonging in whole or in part to others at the described premises.

- B. The following is added to Paragraph **A.2. Property Not Covered** of **Section I - Property**:

- k. Property away from the premises described in the Declarations which is loaned, rented or leased to others;
- l. Property which cannot be replaced with other of like kind and quality; or
- m. Raw data or any form of information or documentation which has not been converted to "electronic data" on "media" for use in "electronic data processing equipment".

- C. Paragraph **A.5.p. - Electronic Data** and Paragraph **A.5.q. - Interruption of Computer Operations** of **Additional Coverages** of **Section I - Property** are replaced by the following:

p. Electronic Data

- (1) Subject to the provisions of Electronic Data Processing Equipment 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.

- (2) The Covered Causes of Loss applicable to Electronic Data Processing Equipment include a computer 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 worker" or "leased worker", or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

q. Interruption of Computer Operations

- (1) Subject to all provisions of Electronic Data Processing Equipment 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.
- (2) With respect to the coverage provided under this Electronic Data Liability Coverage, the Covered Causes of Loss are subject to the following:
- (a) Coverage under Interruption of Computer Operations is limited to the "specified causes of loss" and Collapse.
- (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to Interruption of Computer Operations.
- (c) The Covered Causes of Loss applicable to Electronic Data Processing Equipment include a computer 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 worker" or "leased worker", or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

- (3) 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 has not been exhausted.

- (4) 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 Paragraphs **C.p.(1)** through **C.q.(3)** of Electronic Data Processing Equipment.

The most we will pay under these two coverages, Electronic Data and Interruption of Computer Operations, for all loss or damage sustained in any one policy year, regardless of the number of occurrences or interruptions, the number of premises, locations or pieces of "electronic data processing equipment" involved, is \$5,000. If loss payment on the first occurrence or interruption 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 or interruption 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 or interruption began.

These two coverages, Electronic Data and Interruption of Computer Operations, do not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

D. The following is added to Paragraph A.5. - Additional Coverages of Section I - Property:

Duplicate and Backup Data and Media

Subject to all of the provisions of this endorsement we will pay:

- (1) For loss or damage to your duplicate and backup "electronic data" and "media" that is stored at a separate storage location that is not a premises described in the Declarations.
- (2) The most we will pay for loss or damage under this Additional Coverage is \$5,000 for any one occurrence or interruption.

E. The following is added to Paragraph A.6. - Coverage Extensions of Section I - Property:

Newly Acquired Electronic Data Processing Equipment

You may extend the insurance provided under Electronic Data Processing Equipment to apply to "electronic data processing equipment", "electronic data" and "media":

- (1) You newly acquire at premises described in the Declarations for a period of 90 days after you acquire the property.

- (2) You newly acquire at a premises you newly acquire for a period of 90 days after you acquire the property.

We will charge you additional premium for values reported from the date you acquire the "electronic data processing equipment", "data" or "media".

The most we will pay for loss or damage under this Coverage Extension is \$5,000 at each premises.

F. The following is added to Paragraph A.6. - Coverage Extensions of Section I - Property:

Electronic Data Processing Equipment in Transit

You may extend the coverage provided under this endorsement to "electronic data processing equipment", "electronic data" and "media" in transit or at a temporary location not owned by or leased or rented to you.

The most we will pay under this Coverage Extension is \$5,000 in any one occurrence.

G. The following is added after the last paragraph in Paragraph B.1.g. Exclusions - Water of Section I - Property:

But if "electronic data processing equipment" requires drying out as a result of the above, we will pay the expense you incur for drying out "electronic data processing equipment" up to the limit of insurance for this coverage.

H. Paragraphs B.2.I.(2) and B.2.I.(7) - Other Types of Loss - Exclusions of Section I - Property are deleted. The following are added to Paragraph B.2. - Exclusions of Section I - Property:

Decay, Deterioration or Defect

Decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

But if an excluded cause of loss results in mechanical breakdown or electrical injury or disturbance of electrical devices, appliances, or wires, we will pay for the loss or damage caused by such mechanical breakdown or electrical injury or disturbance.

Change in Atmosphere, Humidity or Temperature

The following causes of loss to personal property:

- (a) Rust or other corrosion;
- (b) Dampness, or dryness of atmosphere;
- (c) Changes in or extremes of temperature; or
- (d) Marring or scratching,

unless directly resulting from physical damage to the "electronic data processing equipment's" air conditioning facility caused by a peril not otherwise excluded.

Strikes and Labor Disturbances

Strikes, labor disturbances, lockouts, or the acts of any person or persons taking part in any such occurrence or disorder.

I. The following is added to Paragraph B.5.a. Business Income and Extra Expense Exclusions of Section I - Property:

- (3) The enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

This exclusion applies even if the property has not been damaged.

J. Paragraph C. Limits of Insurance of Section I - Property is replaced by the following:

The most we will pay for all loss or damage in any one occurrence is \$5,000.

K. Paragraph D. Deductibles of Section I - Property is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible for the premises described in the Declarations for the location involved, or the lowest deductible for any location with Business Personal Property coverage of the loss is away from any premises described in the Declarations.

L. Paragraph E.5. Loss Payment of Section I - Property is amended as follows:

The first paragraph of E.5.d. is replaced by the following:

- d. Except as provided in Paragraphs (2) through (8) below, we will determine the value of Covered Property as follows:

The following is added to Paragraph E.5.d.:

- (8) Applicable to Electronic Data Processing Equipment coverage only:

- (a) For "electronic data processing equipment" that is no more than two years old that you replace, the cost of replacing the "electronic data processing equipment" with new "electronic data processing equipment" that is functionally identical.

We will also pay your additional cost to replace the damaged "electronic data processing equipment" with equipment that is better for the environment, safer for people or more energy efficient than the equipment being replaced. However, we will not pay more than 150% of what the cost would have been to replace the damaged equipment with like kind and quality or the Limit of Insurance for this coverage, whichever is less.

- (b) For other "electronic data processing equipment" that you replace, the cost of replacing the "electronic data processing equipment" with equipment that is functionally identical to the damaged equipment.

- (c) The actual cash value of the "electronic data processing equipment" that is not replaced.

In the event of partial damage to an item of "electronic data processing equipment", we will not pay more than the cost of reasonably restoring the property to its condition immediately prior to the loss.

(d) The value of "electronic data" will be the actual cost to reproduce the "electronic data". If the "electronic data" is not reproduced or replaced, we will pay the cost of the value of the blank "media" with no stored "electronic data".

(e) The value of "media" will be the cost to repair or replace the "media" with substantially identical property.

M. The following is added to Paragraph H. - Definitions of Section I - Property:

"Electronic data processing equipment" means automatic electronic machinery or related equipment which can convert input information or raw data into usable or storable form, perform calculations, or produce data according to a prescribed form or program.

"Media" means electronic data processing recording or storage media such as software films, tapes, discs, drums or cells.

ELECTRICAL INJURY

A. The following is added to Paragraph A.5. Additional Coverages of Section I - Property:

Electrical Injury

We will pay for loss of or damage to your "computer(s)" or "computer(s)" of others that is in your care, custody or control at premises described in the Declarations caused by a change in artificially generated electrical current including, but not limited to,

- (1) a power surge;
- (2) reduced voltage;
- (3) blackout;
- (4) brownout; or
- (5) other interruptions of normal electrical power supply.

B. The most we will pay, regardless of the number of "computers" involved, in any one occurrence is \$5,000.

C. This Additional Coverage is not subject to the terms of the Exclusion B.2.a. Electrical Apparatus to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

SOFT COST EXPENSES

The following is added to Paragraph A.6. Coverage Extensions of Section I - Property:

Soft Cost Expenses

(1) We will pay the actual "soft cost expenses" that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in Section I - Property, A. Coverage, Paragraph 1.a.(6)

resulting from direct physical loss or damage from a Covered Cause of Loss.

(2) We will only pay the necessary "soft cost expenses" that are over and above those that would have been incurred had there been no delay.

(3) The most we will pay under this Extension in any one occurrence is \$10,000.

The following is added to Paragraph H. Property Definitions of Section I - Property:

"Soft cost expenses" means additional:

- a. Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
- b. Interest on money borrowed to finance construction, remodeling, renovation or repair; and
- c. Advertising, public relations and promotional expenses.

INCREASED COST OF LOSS AND RELATED EXPENSE FOR GREEN UPGRADES

A. The coverage provided under Increased Cost of Loss and Related Expense for Green Upgrades applies to the Covered Property and coverages, under Section I - Property.

B. Green Upgrade Coverage

The meanings given under this Paragraph B. apply only to the coverage provided under Increased Cost of Loss and Related Expense for Green Upgrades.

1. In the event of covered direct physical loss or damage, we will determine the amount payable for the total of all costs attributable to Green Upgrades as follows:

- a. Determine the amount of covered direct physical loss or damage prior to application of the deductible, in accordance with the terms of this policy, excluding any increased cost attributable to the coverage that would be provided under Increased Cost of Loss and Related Expense for Green Upgrades. With respect to the determination being made in this Paragraph B.1.a., the amount of covered direct physical loss or damage does not include any amount attributable to loss or damage to property not subject to Increased Cost of Loss and Related Expense for Green Upgrades or property excluded from eligibility under Paragraph B.9. of this coverage;
- b. Multiply the amount determined in Paragraph B.1.a., above, by the Increased Cost Of Loss percentage (10%);
- c. Unless Increased Cost of Loss and Related Expense for Green Upgrades Paragraph B.1.d. applies, we will pay the least of the following amounts for the total of all costs attributable to Green Upgrades:

(1) The actual cost of covered Green Upgrades as determined in accordance with all applicable provisions of this coverage; or

(2) The amount determined in Paragraph **B.1.b.**, above;

d. This Paragraph **B.1.d.** applies if the direct physical loss or damage is not payable because the amount does not exceed the applicable deductible in this policy. We will calculate the difference between the amount of the direct physical loss or damage and the amount of the deductible. The resulting amount is the balance of the deductible. If the balance of the deductible exceeds the cost of covered Green Upgrades, we will pay nothing. If the cost of covered Green Upgrades exceeds the balance of the deductible, we will pay the least of the following amounts:

(1) The actual cost of covered Green Upgrades as determined in accordance with all applicable provisions of this coverage, less the balance of the deductible; or

(2) The amount of covered direct physical loss or damage prior to application of the deductible, multiplied by the appropriate Increased Cost Of Loss percentage (10%).

2. Green standards-setter means an organization or governmental agency which produces and maintains guidelines related to Green products and practices. Green standards-setters include but are not limited to:

a. The Leadership in Energy and Environmental Design (LEED®) program of the U.S. Green Building Council;

b. ENERGY STAR, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy; and

c. Green Globes™, a program of the Green Building Initiative.

3. Green means enhanced energy efficiency or use of environmentally preferable, sustainable materials, products or methods in design, construction, manufacture or operation, as recognized by a Green standards-setter.

4. With respect to coverage provided under Increased Cost of Loss and Related Expense for Green Upgrades, Paragraph **E.5.d.(1)** of the **Loss Payment** Property Loss Condition of **Section I - Property** is amended to include Green Upgrades, meaning reasonable additional costs to repair or replace lost or damaged parts of the Covered Property not excluded from eligibility under Paragraph **B.9.** of Increased Cost of Loss and Related Expense for Green Upgrades, in the event of covered direct physical loss or damage, with materials and products that are recognized by a Green standards-setter as Green, subject to all applicable terms and conditions of this coverage. Repair or replacement of lost or damaged parts of the Covered Property is at our option.

With respect to property that qualified as Green prior to loss or damage, nothing in this endorsement is intended to reduce the coverage otherwise applicable under this policy for repair or

replacement of such property with comparable materials and products.

5. With respect to coverage provided under Increased Cost of Loss and Related Expense for Green Upgrades, Paragraph **E.5.d.(2)** of the **Loss Payment** Property Loss Condition of **Section I - Property** does not apply.

6. In the event of a loss for which we determine that it is necessary to replace a building component (such as a roof) or building system (such as a heating system), such replacement:

a. Is limited to replacement of the damaged building component or system with a Green building component or system which serves the same primary function as the damaged property; and

b. Does not extend to modification or replacement of any other building component or system. However, we may pay to repair or replace property that is necessarily damaged or destroyed in the course of replacing the damaged building component or system.

For example, if your traditional roof sustains damage and we pay to replace it with a vegetated roof, we would also pay to restore damaged electrical wiring, if any, that ran through the damaged roof and supported the building's existing electrical power system. But in such case we would not pay to replace the electrical wiring with solar panels, because the roof's primary function is not to generate energy or distribute electrical power. (In referring to costs we pay, this example assumes that such costs are within the amount payable as otherwise determined under this coverage.)

This Paragraph **B.6.**, reinforces the policy's loss settlement provisions in the context of coverage for Green Upgrades, and is not meant to imply broader coverage for replacement of property other than building components or systems.

7. We will not pay any additional cost, above the cost of a Green Upgrade, solely for the purpose of satisfying the minimum requirements or recommended actions or standards of an ordinance or law that regulates the repair, use or construction of a building. However, we will not disallow the cost of a Green Upgrade on the sole basis that such upgrade also falls under the provisions of the ordinance or law.

With respect to coverage for Green Upgrades under this coverage, we will not pay any cost that is actually paid in loss settlement under another coverage, including but not limited to the Ordinance Or Law Coverage endorsement or Increased Cost Of Construction Additional Coverage.

8. We will not pay any additional cost to repair or replace damaged property solely for the purpose of achieving points toward certification or recertification of the property by a Green standards-setter.

9. With respect to business personal property, Green Upgrade Coverage does not apply to:
 - a. Personal property of others;
 - b. The Coverage Extension for Personal Effects;
 - c. Leased personal property; or
 - d. "Stock".

10. We will not pay under Increased Cost of Loss and Related Expense for Green Upgrades unless the property is actually repaired or replaced at the same or another premises, and unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. If the property is being relocated to another premises, the most we will pay for Green Upgrades is the cost of Green Upgrades at the original premises, subject to all other terms and conditions of this coverage.

We may extend the two-year period in writing during the two years.

11. We will not pay under Increased Cost of Loss and Related Expense for Green Upgrades for the costs associated with enforcement of or conformance to any standard which:
 - a. 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 "fungi", wet rot or dry rot;
 - 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", "fungi", wet rot or dry rot. However, this Paragraph 11.b. does not negate the coverage set forth in Building Air-out And Related Air Testing, provided such coverage applies; or
 - c. You were required to comply with before the loss (even if the property was undamaged) and you failed to comply.
12. If you elect not to make a Green Upgrade in the course of necessary repair or replacement of the property that has sustained loss or damage, we will settle the loss to such property in accordance with the applicable terms and conditions of this policy excluding this coverage.

C. Related Expenses

The following Related Expenses, as described in Paragraphs C.1. through C.4. of Increased Cost of Loss and Related Expense for Green Upgrades, apply only with respect to a loss that is covered under Paragraph B. of Increased Cost of Loss and Related Expense for Green Upgrades. If any such Related Expenses are otherwise covered under this policy, the amount provided under Increased Cost for Green Upgrades For Related Expenses will apply in excess of such coverage.

1. Waste Reduction And Recycling

We will pay your expense to:

- a. Reuse or salvage building materials and contents; and
- b. Extract and transport recyclable construction waste to appropriate sites;

but any income received as a result of such waste reduction and recycling reduces the amount of loss that otherwise would have been payable under this endorsement.

2. Design And Engineering Professional Fees

We will pay reasonable and customary fees for the services of an accredited architect or engineer with respect to any necessary design and engineering recommendations in the course of repair or replacement of damaged portions of the building.

3. Certification Fees And Related Equipment Testing

- a. We will pay fees imposed by the Green standards-setter in order to determine if certification or recertification is appropriate according to the organization's standard.
- b. We will pay your reasonable expenses to test building systems and building equipment following their repair or installation as replacements, when such testing is undertaken in the course of submitting to the certification or recertification process.
- c. We will not pay for any further modification if the building fails to obtain certification, recertification or a specific level of certification.

4. Building Air-out And Related Air Testing

After repair or reconstruction is completed, we will pay your reasonable expenses to flush out the renovated space and/or conduct air quality testing of the renovated space in accordance with the recommended procedures of a Green standards-setter and for the purpose of mitigating indoor air quality deficiencies resulting from the repair or reconstruction.

D. Business Interruption

The following provisions apply only to the Additional Coverages for Business Income (including Extended Business Income) and Extra Expense:

1. The "period of restoration" is extended to include the increased period of time attributable to the coverage described in Paragraph B. and/or Paragraph C. of Increased Cost of Loss and Related Expense for Green Upgrades. Such extension is limited to 60 days.
2. The Extended Business Income, within Business Income Additional Coverage, referenced above in this Paragraph D., does not commence until the extended "period of restoration" ends.

E. Limit of Insurance

The most we will pay under Increased Cost of Loss and Related Expense for Green Upgrades in any one occurrence for the total of all cost attributed to Green Upgrades and Related Expenses is \$25,000.

THEFT OF CLIENTS' PROPERTY

If the Employee Dishonesty Optional Coverage is shown as application in the Declarations, the following is added to Paragraph **G.3. Optional Coverages - Employee Dishonesty of Section I - Property** and is subject to the provisions of that coverage:

We will also pay the direct loss of damage to "money", "securities" and "other property" sustained by your clients resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner).

The property covered under this coverage is limited to property:

- (1) That your client owns or leases; or
- (2) That your client holds for others.

Coverage applies only while the property is in your care, custody and control at 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 client. Any claim for loss that is covered under this coverage must be presented by you.

The most we will pay for any one loss is \$5,000.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE FOR TENANT'S INTEREST IN IMPROVEMENTS AND BETTERMENTS (TENANT'S POLICY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Introduction

Improvements and betterments are fixtures, alterations, installations or additions made a part of the building you occupy but do not own and which you acquired or made at your expense but cannot legally remove.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the insured premises, subject to the following:

1. The requirements of the ordinance or law are in force at the time of loss.
2. Coverage under this endorsement 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 endorsement.
3. Coverage under this endorsement applies only if the property damage that results in the requirement to comply with the ordinance or law is:
 - a. Caused only by a Cause of Loss covered under this policy; or
 - b. Caused by both a Cause of Loss covered under this policy and a Cause of Loss not covered under this policy, but only if the requirement to comply with the ordinance or law is based on the extent of property damage in its entirety.

But if the property damage that results in the requirement to comply with the ordinance or law is not covered under this policy, and such damage is the subject of the ordinance or law, there is no coverage under this endorsement, even if the property has also sustained covered direct physical damage.

4. If coverage applies under this endorsement based on the terms of Paragraph **B.3.b.**, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered

direct physical damage to the improvements and betterments bears to the total direct physical damage to the improvements and betterments.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

5. We will not pay under this endorsement for:

- a. Enforcement of or compliance with 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 or compliance with 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.

6. We will not pay under this endorsement for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of property damage, if you failed to comply.

C. Coverage

1. Coverage A - Coverage For Loss To The Undamaged Portion Of Tenant's Improvements And Betterments

We will pay under Coverage **A** for the loss in value of the undamaged portion of the improvements and betterments when:

- a. The improvements and betterments are damaged and the ordinance or law requires demolition of the undamaged parts of such property; or

- b. The undamaged improvements and betterments, or undamaged parts of the improvements and betterments, are demolished or damaged in the course of demolition or repair of the building or part of the building where such property is located, as a consequence of the ordinance or law. But we will not pay under Coverage **A** for undamaged improvements and betterments that could be removed from the building, without incurring damage to such improvements and betterments, prior to demolition or repair of the building.

2. Coverage B - Demolition Cost Coverage

We will pay the cost to demolish and clear the site of undamaged parts of the improvements and betterments, provided that such cost is distinguishable from the cost of demolishing the building and you are responsible for the cost of demolition of the improvements and betterments, and further provided that:

- a. The improvements and betterments are damaged and the ordinance or law requires demolition of the undamaged parts of such property; or
- b. The undamaged improvements and betterments, or undamaged parts of the improvements and betterments, are demolished or damaged in the course of demolition or repair of the building or part of the building where such property is located, as a consequence of the ordinance or law. But we will not pay under Coverage **B** for demolition of undamaged improvements and betterments that could be removed from the building, without incurring damage to such improvements and betterments, prior to demolition or repair of the building.

3. Coverage C - Increased Cost Of Construction Coverage

We will pay the increased cost to:

- a. Repair or reconstruct damaged portions of the improvements and betterments; and/or
- b. Reconstruct or remodel undamaged portions of the improvements and betterments, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- a. This coverage applies only if the restored or remodeled property is intended for similar use as the current property, unless such use is not permitted by the ordinance or law.
- b. We will not pay for the increased cost of construction if the improvements and betterments are not repaired, reconstructed or remodeled.

D. Loss Payment

- 1. We will not pay under this endorsement if others pay for loss or damage to improvements and betterments.
- 2. The most we will pay under this endorsement is the Limit of Insurance shown in the Declarations for this coverage regardless of the amount of loss covered under Coverage **A**, **B**, or **C**.
- 3. All following loss payment provisions, **D.4.** through **D.6.**, are subject to the apportionment procedures set forth in Paragraph **B.4.** of this endorsement.
- 4. When there is a loss in value of an undamaged portion of improvements and betterments to which Coverage **A** applies, the loss payment for that property, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost Coverage Option applies and the improvements and betterments are being repaired or replaced, on the same or another premises, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct such property, but not more than the amount it would cost to restore the property on the same premises and to the same dimensions, style and comparable quality of the original property insured; or
 - b. If the Replacement Cost Coverage Option does not apply and the improvements and betterments are being repaired or replaced, we will pay the actual cash value of such property at the time of loss; or
 - c. If the improvements and betterments are not repaired or replaced, we will pay the proportion of your original cost as set forth in the Valuation Loss Condition of this Coverage Form or Policy.
- 5. Loss payment under Coverage **B** - Demolition Cost Coverage will be determined as follows:

We will not pay more than the amount you actually spend for demolishing the improvements and betterments and clearing the demolished property from the insured premises.
- 6. Loss payment under Coverage **C** - Increased Cost Of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage **C**:
 - (1) Until the improvements and betterments are actually repaired or replaced, at the same or another premises; and
 - (2) 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 improvements and betterments are repaired or replaced at the same premises, we will pay the increased cost of construction of the improvements and betterments at the same premises.
- c.** If you relocate to another premises, the most we will pay is the increased cost of construction of the improvements and betterments at the new premises.

E. 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.

All other provisions of the policy apply.

04/17/2026

THE LAKES OF WOODBRIDGE CONDOMINIUM
ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Policy Type:
Businessowners Policy
Policy Number:
BO-11726363
Agent:
MB RISK SERVICES #7000
Phone Number:
248-257-5556

A change has been made to your **Businessowners Policy**. Listed below is a description of the transaction.

Update CUP for MPC

Your policy Declarations and any forms impacted by this change are enclosed. Please review the enclosed policy documents carefully. Note that many of these policy documents are printed on both sides of the page.

If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, MB Risk Services, at 248-257-5556. It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Discounts**Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

☐ Business Auto Policy	☐ Personal Auto
☐ Commercial Package Policy	☒ Umbrella
☐ Country Estate	☐ Work. Comp.
☐ Farmowners	
☐ Homeowners/Mobile Homeowners/Lake Estate	

FB Partners:

☐ Business Auto Policy	
☐ Commercial Package Policy or Other	
☐ Umbrella	☐ Work. Comp.

Premium Summary

Total Annual Premium for Property and Liability Coverages:	\$	49,027.00
Full Pay Discount	\$	4,897.00
Total Annual Premium with Full Pay:	\$	44,130.00

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Effective Date May 1, 2026	Policy Period (12:01 a.m. standard time) 05/01/2026 TO 05/01/2027	Policy Number BO-11726363

Named Insured and Mailing Address:

**THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014**

Payment Plan: **Full Pay**Payment Method: **Manual**Account Number: **1002143565**Billing Account Number: **1002143565-01**Agent: **MB RISK SERVICES****56849 GRAND RIVER AVE STE 12****PO BOX 810****NEW HUDSON MI 48165-9564****248-257-5556****service@marisbrowninsurance.com**

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Premium Impact Resulting from this Policy Change

Your premium was not affected by this change.

Description of BusinessBusiness Type

APARTMENT CONDOMINIUM
ASSOCIATION

Type of Legal Entity

NONPROFIT CORPORATION

Description of Premises

Loc. No.	Location Address	Protection Class
1	7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097	3
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
1	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7507, 7515, 7521 Woodbridge Lane	
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
2	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7533, 7539, 7545, 7551 Woodbridge Lane	
<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
3	Apartment Condominium Association	Frame Construction
	<u>Roof Type</u>	<u>Year Roofing Replaced</u>
	Shingles, Asphalt	2025
	Building Description: 7563, 7569, 7575 Woodbridge Lane	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	4	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7601, 7607, 7615 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	5	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7502, 7508, 7514, 7520 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	6	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7532, 7538, 7544, 7550 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	7	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7568, 7574, 7580 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	8	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7600, 7606, 7612 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	9	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3500, 3506, 3512, 3518 Kirkaldy Ct		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	10	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3530, 3536, 3542, 3548 Kirkaldy Ct		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	11	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	12	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle		

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	13	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	14	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	15	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7661, 7667, 7673 Moors Pointe Way		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	16	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3525, 3531, 3537 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	17	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3501, 3507, 3515 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	18	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3662, 3666 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	19	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3650, 3654 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	20	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3636, 3640 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	21	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3622, 3628, 3630 Tartan Circle		

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	22	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3725 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	23	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3733, 3739 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	24	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	25	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	26	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	27	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	28	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	29	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7662, 7668, 7674, 7680 Moors Pointe Way		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	30	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3609, 3615, 3621 Woodbridge Lane		

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	31	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7695, 7697, 7699 Vernard Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	32	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7670, 7672, 7674 Vernard Cir		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	33	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7692, 7694, 7696, 7698 Vernard Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	34	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3720, 3736, 3744 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	35	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3750, 3774, 3786 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	36	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	37	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	38	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	39	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3716, 3728, 3740 Woodbridge Lane		

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No.	Location Address		Protection Class
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	40	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3660, 3668, 3674, 3680 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	41	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3602, 3608, 3614, 3620 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	42	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3568, 3576, 3582, 3588 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	43	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3510, 3516, 3520 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	44	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3484, 3490, 3496, 3500 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	45	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Shingles, Asphalt	2025
	Building Description: 3458, 3464, 3470 Woodbridge Lane		
	<u>Bldg. No.</u>	<u>Occupancy</u>	<u>Construction</u>
	46	Apartment Condominium Association	Frame Construction
		<u>Roof Type</u>	<u>Year Roofing Replaced</u>
		Not Applicable	2025
	Building Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)		

Property Coverage

Blanket	Building	<u>Limit of Insurance</u>
		\$ 52,681,666

Loc No.	Bldg. No.	Type of Property*	Valuation Method **	Limit of Insurance	Deductible	Windstorm or Hail Deductible	Building Annual Increase Percentage
1	1	Building	RC	\$ INCLUDED	\$ 25,000	1%	4%
Condominiums - Residential Condominium (Association risk only)							
1	2	Building	RC	\$ INCLUDED	\$ 25,000	1%	4%
Condominiums - Residential Condominium (Association risk only)							

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Property Coverage continued

1	3	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	4	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	5	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	6	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	7	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	8	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	9	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	10	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	11	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	12	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	13	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	14	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	15	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	16	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	17	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	18	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Property Coverage continued

1	19	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	20	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	21	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	22	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	23	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	24	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	25	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	26	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	27	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	28	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	29	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	30	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	31	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	32	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	33	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	34	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Property Coverage continued

1	35	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	36	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	37	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	38	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	39	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	40	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	41	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	42	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	43	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	44	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	45	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%
1	46	Building Condominiums - Residential Condominium (Association risk only)	RC	\$ INCLUDED	\$ 25,000	1%	4%

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage

**RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Liability Coverage Limits

	<u>Limit of Insurance</u>
Liability and Medical Expenses	\$ 2,000,000
Personal and Advertising Injury	INCLUDED
Medical Expenses (Per Person)	\$ 10,000
Damage to Premises Rented to You (Each Occurrence)	\$ 50,000
Other than Products-Completed Operations Aggregate Limit	\$ 4,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000

Classification

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Exposure</u>
1	1	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	2	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	3	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	4	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	5	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	6	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	7	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	8	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	9	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	10	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	11	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	12	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	13	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	14	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Classification continued

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	15	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	16	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	17	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	18	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	19	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	20	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	21	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	22	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	23	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	24	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	25	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	26	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	27	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	28	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	29	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	30	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	31	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	32	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	33	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Classification continued

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	34	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	35	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	36	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	37	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	38	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	39	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	40	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	41	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	42	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	43	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	44	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	45	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A
1	46	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	\$ N/A

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Broadening Endorsement Summary**

The below coverages are included in the Broadening Endorsement attached to this policy.

<u>Item</u>	<u>Description</u>
Building Glass Coverage	\$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	\$5,000
Employee Dishonesty	\$5,000
Fine Arts	\$500
Forgery and Alteration	\$5,000
Incidental Malpractice Liability	Included within Business Liability Limits
Inventory and Loss Appraisal	\$5,000
Money and Securities	\$5,000 on-premises \$5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	\$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	\$500
Reward Payment	\$5,000
Service Buildings and Incidental Structures	\$5,000
Spoilage	\$1,000
Utility Services - Direct Damage	\$2,500
Utility Services - Time Element	\$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Select Premier Businessowners Offering Summary**

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

<u>Coverage</u>	<u>Limit</u>	<u>Provided In</u>
Accounts Receivable	\$250,000 on-premises \$5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	\$50,000	BP 00 03
Business Income - Period of Indemnity	18 months	BP 00 03
Business Income from Dependent Properties	\$100,000	BP 00 03
Debris Removal	\$100,000	BP 00 03
Employee Dishonesty	\$50,000	BP 00 03
Fire Department Service Charge	\$10,000	BP 00 03
Forgery and Alteration	\$50,000	BP 00 03
Increased Cost of Construction	\$100,000	BP 00 03
Key and Lock Replacement	\$1,000	GN 66 14
Money and Securities	\$25,000 on-premises \$25,000 off-premises	BP 00 03
Newly Acquired - Buildings	\$1,000,000	BP 00 03
Newly Acquired - Business Personal Property	\$500,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	\$50,000	GN 66 20
Outdoor Property	\$100,000	BP 00 03
Personal Effects	\$25,000	BP 00 03
Pollutant Clean Up and Removal	\$100,000	BP 00 03
Rekeying of Locks; Lock Replacement	\$1,000	GN 66 14
Utility Services - Direct Damage	\$25,000	GN 66 14
Utility Services - Time Element	\$25,000	GN 66 14
Valuable Papers	\$250,000 on-premises \$5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
Ordinance or Law Coverage (BP 04 46 07 13)			
1	1	☒ Coverage 1	\$ 824,328
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	2	☒ Coverage 1	\$ 1,334,504
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 133,450
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	3	☒ Coverage 1	\$ 901,796
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	4	☒ Coverage 1	\$ 915,492
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	5	☒ Coverage 1	\$ 1,218,088
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 121,809
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	6	☒ Coverage 1	\$ 1,246,336
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 124,634
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	7	☒ Coverage 1	\$ 918,488
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	8	☒ Coverage 1	\$ 900,512
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	9	☒ Coverage 1	\$ 1,136,768
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 113,677
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	10	☒ Coverage 1	\$ 1,171,008
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 117,101
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	11	☒ Coverage 1	\$ 2,308,816
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 230,882
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	12	☒ Coverage 1	\$ 1,588,554
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 158,855
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	13	☒ Coverage 1	\$ 2,069,256
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,926
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	14	☒ Coverage 1	\$ 2,068,126
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,813
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	15	☒ Coverage 1	\$ 910,356
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	16	☒ Coverage 1	\$ 917,632
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	17	☒ Coverage 1	\$ 916,776
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	18	☒ Coverage 1	\$ 529,864
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	19	☒ Coverage 1	\$ 531,148
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	20	☒ Coverage 1	\$ 529,436
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	21	☒ Coverage 1	\$ 833,744
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	22	☒ Coverage 1	\$ 267,286
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	23	☒ Coverage 1	\$ 527,724
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	24	☒ Coverage 1	\$ 1,729,578
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 172,958
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	25	☒ Coverage 1	\$ 1,806,870
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 180,687
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	26	☒ Coverage 1	\$ 1,517,364
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 151,736
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	27	☒ Coverage 1	\$ 1,564,146
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 156,415
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	28	☒ Coverage 1	\$ 1,588,554
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 158,855
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	29	☒ Coverage 1	\$ 1,263,028
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 126,303
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	30	☒ Coverage 1	\$ 828,608
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	31	☒ Coverage 1	\$ 870,552
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	32	☒ Coverage 1	\$ 872,478
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	33	☒ Coverage 1	\$ 1,145,328
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 114,533
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	34	☒ Coverage 1	\$ 872,264
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	35	☒ Coverage 1	\$ 825,184
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	36	☒ Coverage 1	\$ 1,595,786
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 159,579
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	37	☒ Coverage 1	\$ 2,065,866
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 206,587
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	38	☒ Coverage 1	\$ 2,043,718
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 204,372
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	39	☒ Coverage 1	\$ 901,368
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	40	☒ Coverage 1	\$ 1,190,696
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 119,070
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	41	☒ Coverage 1	\$ 1,225,792
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 122,579
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	42	☒ Coverage 1	\$ 1,190,696
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 119,070
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		<u>Limit of Insurance</u>
1	43	☒ Coverage 1	\$ 885,104
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	44	☒ Coverage 1	\$ 1,175,288
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 117,529
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	45	☒ Coverage 1	\$ 907,360
		☐ Coverage 2	N/A
		☐ Coverage 3	N/A
		☒ Coverages 2 and 3 Combined	\$ 100,000
		Business Income and Extra Expense ☒ Yes ☐ No	
		Waiting Period for Period of Restoration: 0	
1	ALL	Water Back-Up and Sump Overflow (BP 04 53 07 13)	
		Covered Property Annual Aggregate	\$ 1,000,000
		Business Income And Extra Expense Annual Aggregate	\$ 1,000,000
ALL	ALL	Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10)	
		Revised Limit:	\$ 15,000
		Separate Premises or Locations Option: ☐ Yes ☒ No	
		Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses	
		Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income	
		Increased Number of Days: 60	
1	ALL	Windstorm or Hail Percentage Deductibles (BP 03 12)	
		Windstorm or Hail Deductible Percentage: 1%	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)

Hired Auto Liability - Premium: \$64.00 Non-Owned Auto Liability - Premium: \$111.00

Electronic Data Liability - Limited Coverage (BP 05 95 05 14)

Loss of Electronic Data Limit: \$5,000

Primary and NonContributory - Other Insurance Condition (BP 14 88 07 13)

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)

Michigan Changes (BP 01 36 09 17)

Broadening Endorsement (GN 66 14 07 20)

Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Coverages/Endorsements that Apply to Section I and/or Section II continued**

CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)

Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)

Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**

Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)

Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**

Condominium Association Coverage (BP 17 01 07 13)

Residential Community and Office Association Protector Endorsement (GN 69 04 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)

Communicable Disease Exclusion (BP 14 86 07 13)

Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)

Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties) (BP 14 78 07 13)

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Description of Rental Unit</u>
1	1	Condos rented to others
1	2	Condos rented to others
1	3	Condos rented to others
1	4	Condos rented to others
1	5	Condos rented to others
1	6	Condos rented to others
1	7	Condos rented to others
1	8	Condos rented to others
1	9	Condos rented to others
1	10	Condos rented to others
1	11	Condos rented to others
1	12	Condos rented to others
1	13	Condos rented to others
1	14	Condos rented to others
1	15	Condos rented to others
1	16	Condos rented to others
1	17	Condos rented to others
1	18	Condos rented to others
1	19	Condos rented to others
1	20	Condos rented to others
1	21	Condos rented to others
1	22	Condos rented to others
1	23	Condos rented to others
1	24	Condos rented to others
1	25	Condos rented to others
1	26	Condos rented to others
1	27	Condos rented to others
1	28	Condos rented to others
1	29	Condos rented to others
1	30	Condos rented to others
1	31	Condos rented to others
1	32	Condos rented to others

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Limitations/Exclusions continued**

1	33	Condos rented to others
1	34	Condos rented to others
1	35	Condos rented to others
1	36	Condos rented to others
1	37	Condos rented to others
1	38	Condos rented to others
1	39	Condos rented to others
1	40	Condos rented to others
1	41	Condos rented to others
1	42	Condos rented to others
1	43	Condos rented to others
1	44	Condos rented to others
1	45	Condos rented to others

Exclusion - Unmanned Aircraft (BP 15 11 12 16)

☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

Fungi or Bacteria Exclusion (Liability) (BP 05 77 01 06)

War & Cyber Operation, Operating System Event, and Widespread Event Exclusion (GN 66 35)

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Statement of Values

Loc

No.
Location Address

1

7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

1

Building

1%

\$

824,328

Description: 7507, 7515, 7521 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

2

Building

1%

\$

1,334,504

Description: 7533, 7539, 7545, 7551 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

3

Building

1%

\$

901,796

Description: 7563, 7569, 7575 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

4

Building

1%

\$

915,492

Description: 7601, 7607, 7615 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

5

Building

1%

\$

1,218,088

Description: 7502, 7508, 7514, 7520 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

6

Building

1%

\$

1,246,336

Description: 7532, 7538, 7544, 7550 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

7

Building

1%

\$

918,488

Description: 7568, 7574, 7580 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

8

Building

1%

\$

900,512

Description: 7600, 7606, 7612 Woodbridge Lane

Bldg. No.
Type of Property

Windstorm or Hail
Deductible
Value

9

Building

1%

\$

1,136,768

Description: 3500, 3506, 3512, 3518 Kirkaldy Ct

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
10	Building	1%	\$ 1,171,008
Description: 3530, 3536, 3542, 3548 Kirkaldy Ct			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
11	Building	1%	\$ 2,308,816
Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
12	Building	1%	\$ 1,588,554
Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
13	Building	1%	\$ 2,069,256
Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
14	Building	1%	\$ 2,068,126
Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
15	Building	1%	\$ 910,356
Description: 7661, 7667, 7673 Moors Pointe Way			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
16	Building	1%	\$ 917,632
Description: 3525, 3531, 3537 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
17	Building	1%	\$ 916,776
Description: 3501, 3507, 3515 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
18	Building	1%	\$ 529,864
Description: 3662, 3666 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
19	Building	1%	\$ 531,148
Description: 3650, 3654 Tartan Circle			

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
20	Building	1%	\$ 529,436
Description: 3636, 3640 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
21	Building	1%	\$ 833,744
Description: 3622, 3628, 3630 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
22	Building	1%	\$ 267,286
Description: 3725 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
23	Building	1%	\$ 527,724
Description: 3733, 3739 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
24	Building	1%	\$ 1,729,578
Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
25	Building	1%	\$ 1,806,870
Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
26	Building	1%	\$ 1,517,364
Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
27	Building	1%	\$ 1,564,146
Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
28	Building	1%	\$ 1,588,554
Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
29	Building	1%	\$ 1,263,028
Description: 7662, 7668, 7674, 7680 Moors Pointe Way			

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Statement of Values continued

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
30	Building	1%	\$ 828,608
Description: 3609, 3615, 3621 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
31	Building	1%	\$ 870,552
Description: 7695, 7697, 7699 Vernard Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
32	Building	1%	\$ 872,478
Description: 7670, 7672, 7674 Vernard Cir			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
33	Building	1%	\$ 1,145,328
Description: 7692, 7694, 7696, 7698 Vernard Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
34	Building	1%	\$ 872,264
Description: 3720, 3736, 3744 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
35	Building	1%	\$ 825,184
Description: 3750, 3774, 3786 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
36	Building	1%	\$ 1,595,786
Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
37	Building	1%	\$ 2,065,866
Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
38	Building	1%	\$ 2,043,718
Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
39	Building	1%	\$ 901,368
Description: 3716, 3728, 3740 Woodbridge Lane			

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Statement of Values continued**

<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
40	Building	1%	\$ 1,190,696
Description: 3660, 3668, 3674, 3680 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
41	Building	1%	\$ 1,225,792
Description: 3602, 3608, 3614, 3620 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
42	Building	1%	\$ 1,190,696
Description: 3568, 3576, 3582, 3588 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
43	Building	1%	\$ 885,104
Description: 3510, 3516, 3520 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
44	Building	1%	\$ 1,175,288
Description: 3484, 3490, 3496, 3500 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
45	Building	1%	\$ 907,360
Description: 3458, 3464, 3470 Woodbridge Lane			
<u>Bldg. No.</u>	<u>Type of Property</u>	<u>Windstorm or Hail Deductible</u>	<u>Value</u>
46	Building	1%	\$ 50,000
Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)			

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Cyber Liability**

Named Insured: THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION	Transaction Effective Date: MAY 1, 2026	Policy Number: BO-11726363
Agent Name: MB RISK SERVICES		Agent Number: 7000
NOTICE • INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. • INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. • THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.		
Item 1. Limits of Liability per Insuring Agreement:		
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS		
(1) Multimedia Liability:	\$50,000	
(2) Security and Privacy Liability:	\$50,000	
(3) Privacy Regulatory Defense and Penalties:	\$50,000	
(4) PCI DSS Liability:	\$50,000	
(B) FIRST PARTY INSURING AGREEMENTS		
(1) Breach Event Costs:	\$50,000	
(2) BrandGuard®:	\$50,000	
(3) System Failure:	\$50,000	
(4) Cyber Extortion:	\$50,000	
Item 2. Maximum Aggregate Limit of Liability:	\$50,000	
Item 3. Endorsement Period:	From: 05/01/2026 To: 05/01/2027	
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage	
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable	

Endorsement that Applies

Cyber Liability (GN 66 06)

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS**Property and Liability Forms and Endorsements**

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol "✓" beside a Form Number indicates that the Form is enclosed with this mailing.

BP 00 03 07 13	BP 14 88 07 13	BP 15 11 12 16	BP 04 17 01 10
BP 04 04 01 10	BP 01 36 09 17	BP 04 83 01 10	BP 05 76 01 10
BP 05 77 01 06	BP 05 15 12 20	BP 05 23 01 15	BP 05 42 01 15
BP 14 86 07 13	BP 05 26 01 15	BP 05 64 01 15	BP 05 17 01 06
BP 04 53 07 13	BP 17 01 07 13	BP 14 78 07 13	BP 04 46 07 13
BP 03 12 01 10	GN 66 35 02 25	BP 05 95 05 14	GL 66 01 11 22
GN 66 14 07 20	GN 66 10 07 20	GN 66 06 07 20	GN 69 04 07 20
GN 66 20 07 20			

04/17/2026

THE LAKES OF WOODBRIDGE CONDOMINIUM
ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Policy Type:
Commercial Umbrella Policy
Policy Number:
CU-11726364
Agent:
MB RISK SERVICES #7000
Phone Number:
248-257-5556

Welcome to Farm Bureau Insurance!

Welcome to the Farm Bureau family! We appreciate your confidence in Farm Bureau Insurance and we will work hard to earn the trust you have placed in us.

Enclosed is your new Commercial Umbrella Policy.

If you are already one of our clients and have now purchased an additional policy from us, we want you to know how much we appreciate your confidence in the Farm Bureau Insurance Companies. We will continue to work hard to earn the trust you have placed in us.

PLEASE READ THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Review the Declarations carefully to make sure all the information is accurate and your coverages are correct. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, MB Risk Services, at 248-257-5556.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

See reverse side for helpful information about benefits, services, and coverages related to your policy!

Your Commercial Umbrella Policy comes with many benefits, services, and coverages, some of which include:

- **24 Hour Claims Reporting** - Call 1-877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.
- **Convenient Billing Services** - We offer several different billing services to best fit your needs, including Account Level Bill (one bill and due date for all policies on the same account), electronic funds transfer (EFT), and online bill payment.
- **FarmBureauInsurance.com** - By setting up an account on our website, you can: view and print your policy documents, sign up for paperless policy and billing documents, view and request changes to your Commercial Umbrella Policy, report a claim, and check the status of a claim.

Your Farm Bureau Insurance agent can provide additional information on any of the items listed above.

The Farm Bureau Insurance Companies have many products available to service all of your insurance needs.

No coverages are provided by this summary and this summary is not an insurance contract. All coverages are subject to exclusions and conditions that are set forth in the insurance policy contract.

COMMERCIAL UMBRELLA POLICY | NEW POLICY DECLARATIONS

Effective Date May 1, 2026	Policy Period (12:01 a.m. standard time) 05/01/2026 TO 05/01/2027	Policy Number CU-11726364

Named Insured and Mailing Address:

**THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014**

Payment Plan: **Full Pay**Payment Method: **Manual**Account Number: **1002143565**Billing Account Number: **1002143565-01**Agent: **MB RISK SERVICES**

**56849 GRAND RIVER AVE STE 12
PO BOX 810**

NEW HUDSON MI 48165-9564**248-257-5556****service@marisbrowninsurance.com****Discounts**

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- ☐ Personal Umbrella
☐ Farmowners Umbrella

Premium Summary**Total Annual Premium for Commercial Umbrella Coverages: \$ 2,352.00**

COMMERCIAL UMBRELLA POLICY | NEW POLICY DECLARATIONS

Effective Date May 1, 2026	Policy Period (12:01 a.m. standard time) 05/01/2026 TO 05/01/2027	Policy Number CU-11726364

Named Insured and Mailing Address:

**THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014**

Payment Plan: **Full Pay**

Payment Method: Manual

Account Number: **1002143565**Billing Account Number: **1002143565-01**Agent: **MB RISK SERVICES****56849 GRAND RIVER AVE STE 12****PO BOX 810****NEW HUDSON MI 48165-9564****248-257-5556****service@marisbrowninsurance.com**

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

Limits of Liability

Each Occurrence Limit: \$5,000,000 Aggregate Limit: \$5,000,000 Self-Insured Retention: \$10,000

If the Self-Insured Retention is applicable at the time of a covered loss, it will be waived if all underlying insurance policies are written with Farm Bureau General Insurance Company of Michigan.

Schedule of Underlying Insurance Policies

<u>Type of Policy</u>	<u>Limits of Liability</u>	<u>Insurer</u>	<u>Policy Number</u>
BUSINESSOWNERS LIABILITY	\$ 2,000,000 Each Occurrence Personal and Advertising Injury Included \$ 4,000,000 General Aggregate \$ 4,000,000 Products-Completed Operations Aggregate	FARM BUREAU INSURANCE	BO-11726363
PROFESSIONAL LIABILITY - DIRECTORS & OFFICERS	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate Limit	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	TBD

Coverages and Endorsements

Commercial Umbrella Coverage Form (CU 00 01 04 13)

Michigan Changes (CU 01 16 04 19)

Michigan Changes - Cancellation and Nonrenewal (CU 02 21 04 17)

Michigan - Condominiums, Co-ops, Associations - Directors and Officers Liability Coverage (CU 04 19)

Named Association: The Lakes of Woodbridge Condominium Association

Directors and Officers Liability Annual Aggregate Limit of Insurance: \$ 5,000,000

Retained Limit: \$ 2,000,000 Pending or Prior Litigation Date: Retroactive Date:

Corporal Punishment (CU 22 19 09 00)

Coverage for Professional Services (CU 24 23 12 07)

COMMERCIAL UMBRELLA POLICY | NEW POLICY DECLARATIONS**Coverages and Endorsements continued**

Businessowners Liability Changes Including Products-Completed Operations Aggregate Limit of Insurance (CU 25 03 12 19)

Each Occurrence Limit: \$ 5,000,000

Aggregate Limit (except with respect to "covered autos" or "products-completed operations hazard"): \$ 5,000,000

Products-Completed Operations Aggregate Limit: \$ 5,000,000

Underlying Claims-Made Coverage (CU 27 00 04 13)

Common Policy Conditions (IL 00 17 11 98)

Disclosure Pursuant to Terrorism Risk Insurance Act (IL 09 85)

Limitations/Exclusions

Exclusion - Employees and Volunteer Workers as Insureds (CU 21 05 11 16)

Abuse or Molestation Exclusion (CU 21 12 09 00)

Nuclear Energy Liability Exclusion Endorsement (CU 21 23 02 02)

Fungi or Bacteria Exclusion (CU 21 27 12 04)

Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism (CU 21 31 01 15)

Exclusion of Punitive Damages Related to a Certified Act of Terrorism (CU 21 36 01 15)

Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap On Losses From Certified Acts of Terrorism (CU 21 40)

Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (CU 21 44 01 15)

Silica or Silica-Related Dust Exclusion (CU 21 50 03 05)

Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception (CU 21 52 12 05)

Communicable Disease Exclusion (CU 21 58 05 09)

Exclusion - Unmanned Aircraft (CU 21 71 06 15)

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included (CU 21 87 05 14)

Limited Bodily Injury Definition (CU 24 79)

Cannabis Exclusion with Hemp and Lessors Risk Exceptions (CU 34 24 12 19)

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01)

Forms Summary

The following, together with the Commercial Liability Umbrella Coverage Form (form CU 00 01) and the most current Declarations, make up your policy. The symbol "√" beside a Form Number indicates that the Form is enclosed with this mailing.

√ CU 24 23 12 07	√ CU 24 79 12 19	√ CU 25 03 12 19	√ CU 27 00 04 13
√ CU 34 24 12 19	√ CU 04 19 12 19	√ CU 21 87 05 14	√ GL 66 01 11 22
√ CU 00 01 04 13	√ CU 21 05 11 16	√ CU 01 16 04 19	√ CU 21 12 09 00
√ CU 02 21 04 17	√ CU 21 27 12 04	√ CU 21 31 01 15	√ CU 21 36 01 15
√ CU 21 40 01 15	√ CU 21 44 01 15	√ CU 21 23 02 02	√ CU 21 50 03 05
√ CU 21 52 12 05	√ CU 21 58 05 09	√ CU 21 71 06 15	√ IL 00 17 11 98
√ IL 09 85 12 20	√ CU 22 19 09 00		

COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" 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.

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" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance",

this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

- c. 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.a. 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.
- d. "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.a. 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.
- e. "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.a. 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.
- f. 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.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. 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".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, 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 Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

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.

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

(2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this

exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft 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 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 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or
- (5) Aircraft that is:
 - (a) Chartered by, loaned to, or hired by you with a paid crew; and
 - (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

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.

m. Damage To Property

"Property damage" to:

(1) Property:

- (a)** 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; or
 - (b)** Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (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.

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

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

n. Damage To Your Product

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

o. 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.

p. 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.

q. 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.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" 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", involved the rendering of or failure to render any professional service.

t. 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.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. 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.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" 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.

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" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. 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. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

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.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods - Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

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.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose 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.

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.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

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.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

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, discrimination or malicious prosecution directed at that person; or

(b) 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 Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

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.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h) 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;
- (i) 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;

- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) 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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) 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
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) 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
- (d) 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.

b. "Pollution cost or expense".

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, when the duty to defend exists:

- a. All expenses we incur.

- b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. 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. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
- 3. 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. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) 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.
 - (2) 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.
 - (3) 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.

- (4) 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.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
- (1) 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:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) 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" 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;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) 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 (a)(i) or (ii) above.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) 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).
 - (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) 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.
- c. 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:
- (1) 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;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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, "suits" brought, or number of vehicles involved; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

b. Coverage B.

3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

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 "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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, regardless of the amount, 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.

4. 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.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

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

6. 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.

7. Representations Or Fraud

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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. 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.

9. 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.

10. 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.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

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, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

5. "Covered auto" means only those "autos" to which "underlying insurance" applies.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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 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".

- g. 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.

Paragraphs f. and g. do 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 pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

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 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. "Pollution cost or expense" means 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".

17. "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; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "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.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", 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.

- 19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.**
- 20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.**
- 21. "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 or the "underlying insurer's" consent.

- 22. "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.

- 23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.**

- 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".**

- 25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".**

- 26. "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.**

- 27. "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.**

- 28. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** With respect to a "covered auto" subject to Michigan no-fault law, the following exclusion is added to Paragraph **2. Exclusions of Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

"Property damage" to a motor vehicle caused by an "occurrence" in Michigan.

- B.** Paragraph **a.(4) Criminal Acts** of Paragraph **2. Exclusions** under **Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

- a.** "Personal and advertising injury":

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

However, this exclusion only applies to the extent that the insured:

(a) Admits, under oath; or

(b) Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

- C.** The paragraph relating to prejudgment interest in **Section I - Supplementary Payments** is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

- D.** With respect to the **Duties** Condition in **Section IV - Conditions**:

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of Paragraph **3.b.** is deleted.

3. The reference to Paragraph **d.** is amended to read Paragraph **e.**

4. The following is added:

d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual and any "covered auto" you own is of the private passenger type, the **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

- 1.** You may cancel the Policy by giving us notice of cancellation.
- 2.** When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing by certified mail or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. However, if we cancel for nonpayment of premium, we will mail by regular mail or deliver notice to you at least 10 days before the effective date of cancellation.
- 3.** When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
 - a.** Nonpayment of premium.
 - b.** The named insured or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.
 - c.** If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.
 - d.** Notice of cancellation will state the effective date of cancellation.

- e.** If this Policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

- B.** For all other policies, the **Cancellation** Common Policy Condition is amended as follows:

- 1.** Paragraph **1.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.

- 2.** Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

- 3.** Paragraph **5.** is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

- C.** Condition **10. When We Do Not Renew** of **Section IV - Conditions** is replaced by the following:

When We Do Not Renew

- 1.** If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

2. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

3. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this Policy will end on the effective date of that insurance.

4. If notice is mailed, proof of mailing is sufficient proof of notice.

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 LIABILITY UMBRELLA COVERAGE PART

I. 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 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.

II. 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.

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 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

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ NO PREMIUM CHARGED
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): NOT APPLICABLE
Additional information, if any, concerning the terrorism premium: NOT APPLICABLE
SCHEDULE - PART II
Federal share of terrorism losses 80 % (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN - CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following are added to Section I - Coverages:

1. Insuring Agreement - Management Liability

- a.** We will pay on behalf of an "insured person" the "ultimate net loss" in excess of the "retained limit" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**, except to the extent that the "association" has indemnified the "insured person" for such "ultimate net loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

- b.** If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
(2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "ultimate net loss" in excess of the "retained limit" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "ultimate net loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "ultimate net loss" to the spouse will be covered under this endorsement only if and to the extent that such "ultimate net loss" would be covered if incurred by the "insured person".

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c.** This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
(2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph **c.** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement - Association Reimbursement

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph **1.**) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

3. Insuring Agreement - Association Liability

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

4. Defense And Settlement

We will have the right and duty to defend the insured against any "claim" made against the insured under Paragraph A. of this endorsement when the "underlying insurance" does not provide coverage or the limits of the "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph E. or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph E.

B. Exclusions

For the purposes of the coverage provided by this endorsement, this insurance does not apply to any "loss" resulting from any "claim":

1. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.

However, with respect to "loss" resulting from any claim arising out of any deliberately criminal act, this exclusion only applies to the extent that the insured:

- a. Admits, under oath; or
- b. Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

2. For "bodily injury".
3. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
4. For "property damage".
5. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
6. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Declarations.
7. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - a. During a prior policy period of this Policy; or
 - b. Under any insurance policy of which this Policy is a replacement.
8. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Declarations, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
9. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
10. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
11. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - a. A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - b. A "claim" arising out of a "wrongful employment practices act".
12. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.

13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:

- a. The "association" would have been liable in the absence of such contract or agreement; or
- b. Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act".

14. Arising out of "personal and advertising injury".

15. Arising out of:

- a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- b. Any 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
- c. A "claim" made or "suit" brought by or on behalf of any 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";

including without limitation any "claim" by or on behalf of the "association".

16. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this Policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.

C. For the purposes of the coverage provided by this endorsement, **Section II - Who Is An Insured** is replaced by the following:

1. The "association" is an insured.
2. "Insured persons" are insureds.

D. For the purposes of coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Declarations. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.
2. The Directors And Officers Liability Annual Aggregate Limit 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;
 - c. Persons, organizations or government agencies making "claims" or bringing "suits"; or
 - d. "Wrongful acts".
3. The Directors And Officers Liability Annual Aggregate Limit Of Insurance is the most we will pay for the sum of all "ultimate net loss" because of "wrongful acts" covered under this endorsement.

If the aggregate limit is exhausted by payment of "ultimate net loss" we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "ultimate net loss" and are payable within the Limit of Insurance shown in the Declarations, thereby reducing that limit.

The Limits of Insurance of this endorsement 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 of the Policy to which this endorsement is attached, 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.

E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV - Conditions** is replaced by the following:

3. Duties In The Event Of A "Wrongful Act", Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) What the "wrongful act" was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the "wrongful act".

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.

Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

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 any "wrongful acts" to which this insurance may also apply.

d. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following is added to **Section IV - Conditions**:

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is cancelled or not renewed for any reason; or
- b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.

2. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following apply:

- a. The "claim" is first made during the Extended Reporting Period;
- b. The "wrongful act" occurs before the end of the policy period; and
- c. The "wrongful act" did not commence before the Retroactive Date.

Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

- 1. "Association" means the entity named in the Declarations as the named association.
- 2. "Claim" means:
 - a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;for a "wrongful act", including any appeal therefrom.
- 3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".

4. "Financial insolvency" means the status of the "association" resulting from:

- a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
- b. The "association" becoming a debtor in possession.

5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".

6. "Interrelated wrongful act" means all causally connected "wrongful acts".

7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

8. "Wrongful act" includes a "wrongful employment practices act" and means:

- a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
- b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".

9. "Wrongful employment practices act" means any of the following offenses, but only when they are employment-related:

- a. Wrongful dismissal, discharge or termination of employment;
- b. Breach of any implied employment contract;
- c. Employment-related misrepresentation;
- d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
- e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;

- f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.
- I. For the purposes of the coverage provided by this endorsement, Definitions **19.**, **21.** and **23.** in the **Definitions** are replaced by the following:
 - 19.** "Retained limit" means the available limits of "underlying insurance" shown in the Declarations as Retained Limit.

- 21.** "Suit" means a civil proceeding in which damages because of a "wrongful act" 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.
- 23.** "Ultimate net loss" means the total sum of "loss", after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** If Endorsement **CU 21 71, CU 21 72, CU 21 74, CU 21 81, CU 24 50** or **CU 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Employees And Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. 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 (other than "unmanned aircraft") or watercraft that is operated by any "employee" or "volunteer worker".

This exclusion does not apply to:

- 1.** A watercraft while ashore on premises you own or rent;
- 2.** A watercraft you do not own that is:
 - a.** Less than 50 feet long; and
 - b.** Not being used to carry persons or property for a charge;
- 3.** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- 4.** The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

- 5.** Aircraft that is:

- a.** Chartered by, loaned to, or hired by you with a paid crew; and
- b.** Not owned by any insured.

- B.** If Paragraph **A.** does not apply, Exclusion **2.j. Aircraft Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft:

- (1)** Owned or operated by or rented or loaned to any insured; or
- (2)** Operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

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 or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "employee" or "volunteer worker". This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 50 feet long; and
 - (b)** Not being used to carry persons or property for a charge;
- (3)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

C. Paragraph **1.b.(1)** of **Section II - Who Is An Insured** does not apply.

D. Paragraph **1.b.(2)** of **Section II - Who Is An Insured** is replaced by the following:

(2) Any person or any organization while acting as your real estate manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Bodily injury" or "property damage" 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.
- b.** Any loss, cost or expenses 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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. 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:

FUNGI OR BACTERIA

- a.** "Personal and advertising injury" which would not have taken place, 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.
- b.** 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.

C. The following definition is 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES; CAP ON
LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

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

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "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:
 - a. 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;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- 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.
- D. 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.

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 LIABILITY UMBRELLA COVERAGE PART

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "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:

- a. 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
- b. 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.

- D. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. Applicability Of The Provisions Of This
Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or

- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

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.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. 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:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION WITH A BUILDING
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion i. under Paragraph 2. Exclusions of Section I -
**Coverage A - Bodily Injury And Property Damage
Liability** is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a)** "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or

- (b)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i)** At 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; or

- (ii)** At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

For the purposes of this insurance, hostile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

- (2)** "Pollution cost or expense".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of Section I - **Coverage A - Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

- B.** The following is added to Paragraph 2.a. of Section I - **Coverage B - Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":

Communicable Disease

Arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.j. Aircraft Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

j. Aircraft Or Watercraft

(1) 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". Use includes operation and "loading or unloading".

This Paragraph **j.(1)** 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft) Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **j.(2)** 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 (other than "unmanned aircraft") or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **j.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;

- (b)** A watercraft you do not own that is:

- (i)** Less than 50 feet long; and
- (ii)** Not being used to carry persons or property for a charge;

- (c)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

- (d)** The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described in this Paragraph **j.(2)** exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described in this Paragraph **j.(2)** will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

- (e)** Aircraft that is:

- (i)** Chartered by, loaned to, or hired by you with a paid crew; and
- (ii)** Not owned by any insured.

- B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **a.** of Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **s.** under Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Exclusion **a.(15)** under Paragraph **2.**, **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** do not apply.

Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Definition 3. "Bodily injury" of **Section V – Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS LIABILITY CHANGES INCLUDING
PRODUCTS-COMPLETED OPERATIONS AGGREGATE
LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section III - Limits Of Insurance is replaced by the following:

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, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage":
 - (1) Arising out of the ownership, maintenance or use of a "covered auto"; or
 - (2) Included in the "products-completed operations hazard"; and
 - b. Coverage B.
3. The Products-Completed Operations Aggregate Limit shown in the Declarations for this endorsement is the most we will pay for the sum of all "ultimate net loss" under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of:
 - a. All "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - b. All "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limits, as described in Paragraphs 2. and 3. above, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that underlying insurance:

A. Paragraphs 1.c.(2), 1.c.(3), 1.d., 1.e. and 1.f. of Section I - Coverage A - Bodily Injury And Property Damage Liability are replaced by the following:

1. Insuring Agreement

c. This insurance applies to "bodily injury" and "property damage" only if:

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

d. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above, or settlement is made by the "underlying insurer" with our agreement.

e. All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

f. All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

B. Paragraph 1.c. of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

(1) The offense was committed in the "coverage territory";

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

C. The following is added to Paragraph 1. of Section I - Coverage B - Personal And Advertising Injury Liability:

1. Insuring Agreement

d. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

D. Exclusion 2.a.(3) Material Published Prior To Policy Period of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

This insurance does not apply to:

- a. "Personal and advertising injury":

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

E. The following section is added:

Extended Reporting Periods

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance"; or
 - b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance".

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;

- b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
- c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured on a claims-made basis;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Personal And Advertising Injury Limit and the Each Occurrence Limit shown in the Declarations will then continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP AND LESSORS RISK EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
2. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "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.2.** 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.** does not apply to:

1. "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:
 - a. Seeds;
 - b. Food;
 - c. Clothing;
 - d. Lotions, oils or extracts;
 - e. Building materials; or
 - f. Paper.
2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do 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;
3. "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; or
 4. "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 or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

C. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
INFORMATION AND DATA-RELATED LIABILITY -
LIMITED BODILY INJURY EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.t. of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- t. 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.

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.

ABSOLUTE PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This entire policy, including all forms and endorsements, excludes any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any PFAS or "PFAS-containing products".

This absolute exclusion includes but is not limited to any presence or alleged presence of PFAS or "PFAS-containing products" at any concentration and any exposure or alleged exposure to PFAS or "PFAS-containing products" at any concentration. For purposes of this exclusion, PFAS includes any chemical classified as PFAS in the past, present, and future.

The addition of this endorsement does not mean that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related loss, damage, liability, claim, cost, expense, or legal obligation.

"PFAS-containing products" means:

- a. Any goods or products that contain PFAS chemicals; and
- b. Containers, materials, parts, or equipment furnished in connection with such goods or products.

"PFAS-containing products" includes:

- a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of such product; and
- b. Providing or failing to provide warnings, advice, or instructions in connection with such products.

All other provisions of this policy remain in force.



PO Box 2950
Hartford, CT 06104-2950

April 17, 2026

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
C/O BERKSHIRE HATHAWAY PROPERTY MANAGEMENT
6312 STADIUM DRIVE
KALAMAZOO, MI 49009

Re: Important Information about Claims Information Line

Dear THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



Risk Management Helpline for Community Associations

MANAGEMENT LIABILITY

Too often in today's increasingly litigious environment, you may find your association caught in the middle of a potential conflict with an employee, homeowner, vendor or other third party. To address these growing exposures, now more than ever, Travelers understands that you need high-quality risk management services provided by your management liability carrier. Travelers is pleased to now offer a risk management helpline that provides up to one hour of free consultative risk management services through Cole, Scott & Kissane, P.A., a premier liability defense law firm with extensive experience representing community associations.* The helpline is confidential, and neither your association's identity nor any identifying details of your association's issue or question are disclosed to Travelers.

Risk management topics

The helpline has been structured to provide you with access to a confidential, knowledgeable and expert resource on a wide range of risk management topics, including:

- Employee liability avoidance
- Customer contracts and conflicts
- Board elections, policies and procedures
- Property management, policies and procedures

About Cole, Scott & Kissane, P.A.

Cole, Scott & Kissane, P.A. is a defense-oriented law firm based in Florida, with 10 offices and over 220 lawyers. Their lawyers are highly experienced in association liability defense matters.

Note: This service is available for consultation purposes only and is not to discuss actual claim situations. Any actual or potential claims must be reported to the Travelers Bond & Financial Products Claim department.

Helpline instructions

The helpline can be accessed by any current Travelers insured with Community Association Management Liability coverage.

Call: 1.855.548.8656

Hours of operation: Monday - Friday, 8 a.m. - 5 p.m. EST (excluding holidays)

After taking relevant details and analyzing the problem, a legal professional from Cole, Scott & Kissane, P.A. will return your call and discuss the matter for up to one hour, at no cost to you or your firm.

* Assistance from Cole, Scott & Kissane, P.A. attorneys is not intended to replace your firm's need to hire counsel to assist in making risk management decisions.



Please keep this card for easy access to Travelers risk management helpline:



Travelers helpline: 1.855.548.8656

Policy number: 108479212

Effective date: 05/01/2026

Website: rmplonline.com

travelersbond.com

The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.



P.O. Box 2950

Hartford, CT 06104-2950

Community Association Management Liability Hotline

As part of the services provided through Risk Management PLUS+ Online ®, Travelers Bond & Specialty Insurance is pleased to provide its Community Association Management Liability policyholders with limited access to a toll-free hotline designed to provide quick, practical guidance on day-to-day employment and homeowner and condominium association issues.

To utilize the hotline, call [1-855-548-8656](tel:1-855-548-8656).

Through this hotline, policyholders are eligible to receive free general guidance from the law firm of Cole, Scott & Kissane. The hotline is available toll-free from anywhere in the United States.

We have developed this program in conjunction with Cole, Scott & Kissane, a law firm exclusively dedicated to representing management on workplace and homeowner and condominium association issues in Florida. With more than 220 attorneys, in ten offices throughout the State of Florida, the firm has a recognized expertise in workplace and homeowner and condominium association related issues. Cole, Scott & Kissane is comprised of attorneys licensed to practice law in the State of Florida.

The firm's attorneys are available to assist policyholders in managing their workplace risk and minimizing homeowner and condominium association management related claims. As part of this program, policyholders are also eligible to receive regular fees for matters beyond the scope of the hotline, such as risk management training or areas not within the scope of their policy. Similarly, the hotline cannot be used to report a claim regardless of any disclosure made to Cole, Scott & Kissane.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, P.O. Box 2950, Hartford, CT 06104-2950



P.O. Box 2950
Hartford, CT 06104-2950

04/17/2026

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION

C/O BERKSHIRE HATHAWAY PROPERTY MANAGEMENT
6312 STADIUM DRIVE
KALAMAZOO, MI 49009

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, community association management, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP140000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

**Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Michigan Exempt
Commercial Policyholder Notice**

This policy is exempt from the filing requirements of Section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSURED DURING THE POLICY PERIOD.

THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS. THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN ACCORDANCE WITH THE TERMS OF THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION

D/B/A:

Principal Address:
C/O BERKSHIRE HATHAWAY PROPERTY MANAGEMENT
6312 STADIUM DRIVE
KALAMAZOO, MI 49009

ITEM 2 POLICY PERIOD:

Inception Date: May 01, 2026 Expiration Date: May 01, 2027
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

ITEM 3 ADDRESS INFORMATION FOR NOTICES TO COMPANY:

Email: BSIclaims@travelers.com
Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, MN06
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4 COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Association Management Liability Coverage

Community Association Management Liability Coverage

Crime Coverages

Crime

ITEM 5

COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE

Limit of Liability:	\$2,000,000	for all Claims
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	Not Covered	for all Claims
Retention:	\$0	for each Directors and Officers Claim under Insuring Agreement A
	\$1,000	for each Directors and Officers Claim under Insuring Agreement B
	\$1,000	for each Directors and Officers Claim under Insuring Agreement C
	\$1,000	for each Employment Claim under Insuring Agreement D
Prior and Pending Proceeding Date:	May 1, 2026	
Continuity Date:	May 1, 2026	

CRIME COVERAGES

CRIME

INSURING AGREEMENT	SINGLE LOSS LIMIT OF INSURANCE	SINGLE LOSS RETENTION
A. Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	\$800,000 Not Covered Not Covered	\$8,000
B. Forgery or Alteration	\$800,000	\$8,000

C. On Premises	Not Covered	
D. In Transit	Not Covered	
E. Money Orders and Counterfeit Money	\$800,000	\$8,000
F. Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$800,000 Not Covered	\$8,000
G. Funds Transfer Fraud	\$800,000	\$8,000
H. Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
I. Claim Expense	\$5,000	\$0

Policy Aggregate Limit of Insurance:

☐ Applicable

☒ Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: Not Applicable

If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in section V. CONDITIONS, B.1.a.

Cancellation of Prior Insurance:

By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this **Crime Policy** becomes effective.

INSURED'S PREMISES COVERED:

All Premises of the **Insured** in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

Not Applicable

ITEM 6

PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:

\$6,101.00 Policy Premium for all purchased Coverages

ITEM 7

TYPE OF CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE:

☒ Duty-to-Defend

Only the type of CLAIM DEFENSE marked "☒" is included in this policy.

ITEM 8

EXTENDED REPORTING PERIOD FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 75%

Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

ITEM 9 RUN-OFF EXTENDED REPORTING PERIOD FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 120%

Additional Months: 12

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

ITEM 10 ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE SUBJECT TO LIA-3001:

☐ Applicable ☒ Not Applicable

Only those coverage features marked " ☒ Applicable" are included in this policy.

ITEM 11 FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:

ACF-7007-0811; ACF-7006-0511; AFE-19029-0719; AFE-19030-0920; CAM-16001-0113; CAM-19061-0315; CAM-19066-0320; CAM-19068-0224; CAM-19004-0113; CAM-17024-0113; CRI-3001-0109; CRI-19060-0713; CRI-19072-0315; CRI-19115-0519; CRI-19085-0919; CRI-19122-1120; CRI-7132-1120; CRI-19101-1025; CRI-19135-1025; CRI-19136-1025; CRI-19137-1025; CRI-4009-0109; CRI-5023-0613

ITEM 12 LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES (subject to LIA-3001):

☐ Applicable ☒ Not Applicable

N/A for all **Claims** under the following **Liability Coverages** that are subject to the Terms & Conditions in LIA-3001:

If the **Liability Coverages** selected in ITEM 12 are also **Scheduled Coverages** selected in ITEM 13, then the amount of the **Liability Coverage Shared Limit of Liability** set forth in ITEM 12 is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** set forth in ITEM 13.

ITEM 13 SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:

☐ Applicable ☒ Not Applicable

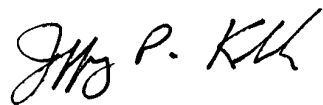
N/A for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in ITEM 13 will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

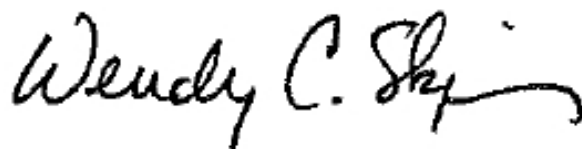
PRODUCER INFORMATION:

MARIS BROWN INS GROUP
1055 E S BLVD STE 140
ROCHESTER HILLS, MI 48307

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.



President



Corporate Secretary

CROSS-COVERAGE NOTICE ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability, Crime

It is agreed that:

Notice provided to the Company of any:

1. **Claim, Potential Claim, Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or
2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **108479212**

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability, Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **108479212**

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will 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 *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* 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 *TRIA*; 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.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

THIS IS A CLAIMS-MADE AND REPORTED POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.

PLEASE READ THE POLICY CAREFULLY.

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Community Association Management Liability Coverage Policy**, the Company and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

The Company will pay on behalf of:

- A. the **Insured Persons**, **Loss for Directors and Officers Wrongful Acts**, except for **Loss** that the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;
- B. the **Insured Organization**, **Loss for Directors and Officers Wrongful Acts**, that the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and
- C. the **Insured Organization**, **Loss for Directors and Officers Wrongful Acts**,

that results from any **Directors and Officers Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period and reported in accordance with section V. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM.

- D. The Company will pay on behalf of the **Insured**, **Loss** for any **Employment Practices Wrongful Act**, resulting from any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period and reported in accordance with section V. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM.

II. DEFINITIONS

Wherever appearing in this **Community Association Management Liability Coverage Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

- A. **Additional Defense Limit of Liability** means the amount set forth in ITEM 5 of the Declarations. If "Not Applicable" is selected for the **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from this **Community Association Management Liability Coverage Policy**.
- B. **Annual Reinstatement of the Limit of Liability** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each **Policy Year** during the **Policy Period**.
- C. **Application** means the application deemed to be attached to and forming a part of this **Community Association Management Liability Coverage Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Community Association Management Liability Coverage Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Community Association Management Liability Coverage Policy** will waive or change any of the terms, conditions and limitations of this **Community Association Management Liability Coverage Policy**.

- D. *Builder or Developer Board Member*** means any natural person appointed or elected to serve on the board of directors of the **Named Insured** by the builder, developer, sponsor, or declarant of the **Named Insured**, and who was both a director or officer of the **Named Insured** and a director, officer, employee or agent of such builder, developer, sponsor, or declarant of the **Named Insured**.
- E. *Change of Control*** means:
1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than 50% of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- F. *Claim*** means a **Directors and Officers Claim** or **Employment Claim**.
- G. *Claimant*** means:
1. a past, present or future **Employee** or applicant for employment with the **Insured Entity**; or
 2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Entity**.
- Solely as respects any **Employment Claim**, **Claimant** does not include any independent contractor.
- H. *Community Association Management*** means any natural person sole proprietor, director, officer or employee of a **Community Association Management Organization**, but only in his or her capacity as property manager for the **Insured Entity** and only for property management services for the **Insured Entity** that are enumerated in the written contract between the **Community Association Management Organization** and the **Insured Entity** describing such property management services.
- I. *Community Association Management Liability Coverage Policy*** means, collectively, the Declarations, the **Application**, this Community Association Management Liability Coverage, and any endorsements attached hereto.
- J. *Community Association Management Organization*** means any sole proprietor or entity providing real estate property management services to an **Insured Entity** pursuant to a written contract, but only in its capacity as property manager for the **Insured Entity** and only for property management services for the **Insured Entity** that are enumerated in the written contract between the **Community Association Management Organization** and the **Insured Entity** describing such property management services.
- K. *Construction Defect*** means any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of:
1. faulty or incorrect design or architectural plans;
 2. improper soil testing;
 3. inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence;
 4. the construction, manufacture or assembly of any tangible property;
 5. the failure to provide construction related goods or services as represented or to pay for such goods or services; or
 6. the supervision of any of the activities described in 1. through 5. above.

L. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured**.

M. **Directors and Officers Claim** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of a notice of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for any **Directors and Officers Wrongful Act**.

Provided that **Directors and Officers Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

Directors and Officers Claim does not mean any motion for, demand for, or award of, amounts from or against an **Insured** solely consisting of legal costs, whether or not including attorneys' fees, arising out of a legal proceeding or alternative dispute resolution proceeding or brought by an **Insured**.

A **Directors and Officers Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Directors and Officers Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Directors and Officers Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Directors and Officers Claim** until after the **Policy Period** has expired, then such **Directors and Officers Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Directors and Officers Claim**.

N. **Directors and Officers Wrongful Act** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, or any matter asserted against, an **Insured Person** in his or her capacity as such;
2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, the **Insured Organization**; or
3. any matter asserted against an **Insured Person** solely by reason of his or her status as such.

Provided that **Directors and Officers Wrongful Act** does not mean any **Employment Practices Wrongful Act**.

O. **Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Entity** and:

1. who is on the payroll of the **Insured Entity**, including any full-time, part-time, temporary and seasonal worker; or
2. whose services have been leased by the **Insured Entity**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

P. *Employment Agreement* means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

Q. *Employment Claim* means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant** for any **Employment Practices Wrongful Act**.

Provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

An **Employment Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Employment Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of an **Employment Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Employment Claim** until after the **Policy Period** has expired, then such **Employment Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Employment Claim**.

R. *Employment Practices Wrongful Act* means any actual or alleged:

1. violation of any employment discrimination law;
2. **Retaliation**;
3. **Sexual Harassment**;
4. **Workplace Harassment**;
5. **Wrongful Termination**;
6. breach of **Employment Agreement**;
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. employment-related defamation, including libel or slander, or invasion of privacy;
10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
12. employment-related wrongful infliction of emotional distress;

13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with an **Employment Practices Wrongful Act** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant**; or
 14. the violation of responsibilities, duties, or obligations imposed on an **Insured** under any **Wage and Hour Law**.
- S. **Executive Officer** means any member of the board of directors, officer, director, trustee, chairperson, or general counsel of the **Insured Organization** or a functional equivalent thereof, or member of the staff of the human resources department of the **Insured Organization** or functional equivalent thereof, or any on-site or off-site manager of the **Community Association Management Organization**, any **Employee** performing property management services for the **Insured Entity**, or any duly appointed member of a legal committee of the **Insured Entity**.
- T. **Financial Insolvency** means, with respect to the **Insured Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Entity** financially to indemnify the **Insured Persons**.
- U. **Insured** means the **Insured Person** and **Insured Organization**.
- V. **Insured Entity** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.
- W. **Insured Organization** means **Insured Entity** and **Community Association Management Organization**.
- X. **Insured Person** means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors, or a functional equivalent thereof, member of a duly constituted committee, or volunteers of the **Insured Entity** or any **Executive Officer**. **Insured Person** also means any **Community Association Management**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- Y. **Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including compensatory damages, punitive or exemplary damages where insurable under applicable law, prejudgment and postjudgment interest, judgments, and settlements. **Loss** does not include:
1. the multiple portion of any multiplied damage award;
 2. any amount not indemnified by the **Insured Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order;
 3. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law;
 4. future compensation, including salary or benefits, for a **Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** to whom such sums are to be paid, but fails to do so;
 5. medical, pension, disability, life insurance, stock options or other similar employee benefits except and to the extent that a judgment or settlement of a **Claim** includes a monetary component

measured by the value of medical, pension, disability, life insurance, stock options or other similar employee benefits, as consequential damages for a **Wrongful Act**; or

6. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION.

Z. *Named Insured* means any entity named in ITEM 1 of the Declarations.

AA. *Personal Injury* means false arrest, wrongful detention or imprisonment, malicious prosecution, defamation including libel or slander, invasion of privacy or wrongful entry or eviction.

BB. *Policy Period* means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Community Association Management Liability Coverage Policy**.

CC. *Policy Year* means:

1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; and
2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Community Association Management Liability Coverage Policy** if such time period is less than one year.

DD. *Pollutant* 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.

EE. *Potential Claim* means any **Wrongful Act** that may subsequently give rise to a **Claim**.

FF. *Publishers Liability* means infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.

GG. *Related Wrongful Act* means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

HH. *Retaliation* means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** on account of such **Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

II. *Sexual Harassment* means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature that:

1. is made a term or condition of a **Claimant's** employment or advancement;
2. the submission to or rejection of is used as a basis for decisions affecting the **Claimant**; or
3. has the purpose or effect of creating an intimidating, hostile or offensive work environment.

JJ. *Subsidiary* means:

1. any non-profit entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
2. any for-profit entity; provided that it has been added specifically by endorsement to this **Community Association Management Liability Coverage Policy**; or

3. subject to the provisions set forth in section V. CONDITIONS, O. ACQUISITIONS, any non-profit entity that the **Insured Entity** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.
- KK. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meal breaks, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such laws.
- LL. **Wage and Hour Law Employment Claim** means an **Employment Claim** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that **Wage and Hour Law Employment Claim** does not include any **Employment Claim** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.
- MM. **Workplace Harassment** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.
- NN. **Wrongful Act** means **Directors and Officers Wrongful Act** or **Employment Practices Wrongful Act**.
- All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Community Association Management Liability Coverage Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.
- OO. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Entity**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any damage to, destruction of, deterioration of, loss of, or loss of use of any tangible property, including any **Construction Defect**, whether or not as a result of inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation; provided that this exclusion will not apply to allegations of emotional distress or mental anguish if, and only to the extent, that such allegations are made as part of any **Employment Claim**.
3. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material; or infectious waste or medical waste.
4. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of;

- b. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any 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; or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of,

any **Pollutant**, any oil or oil products, any electric, magnetic, or electromagnetic field, any odor, or any actual or alleged presence or actual, alleged, or threatened dispersal of any asbestos, asbestos fibers, or products containing asbestos; provided that this exclusion will not apply to **Employment Claims for Retaliation**.

- 5. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Community Association Management Liability Coverage Policy**.
- 6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Community Association Management Liability Coverage Policy**.
- 7. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of **Claim** or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Community Association Management Liability Coverage Policy** is a direct renewal or replacement or which it succeeds in time.
- 8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Employment Claims for Retaliation**.
- 9. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** by an entity that is or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.
- 10. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation or for any violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:
 - a. **Employment Claims for Retaliation**;
 - b. **Employment Claims** for any actual or alleged violation of the Equal Pay Act; or

- c. **Defense Expenses**, not to exceed \$100,000, for any **Wage and Hour Law Employment Claim**.
11. The Company will not be liable for **Loss** for any **Claim** by or on behalf of the **Insured Entity** against any **Community Association Management** or **Community Association Management Organization**.
 12. The Company will not be liable for **Loss** for any **Claim** for **Wrongful Acts** by an **Insured Person** as a director, officer or employee of any entity other than the **Insured Entity**, even if such service is directed or requested by the **Insured Entity**.
 13. The Company will not be liable for **Loss** for any **Claim** made against any **Builder or Developer Board Member** after the end of the **Policy Year** in which such **Builder or Developer Board Member** ceases to serve on the board of directors of the **Named Insured**.
 14. The Company will not be liable for **Loss** for any **Claim** for **Wrongful Acts** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the ownership, control, management or operation of any for-profit entity of the **Insured Entity** until and unless it has been added specifically by endorsement as a **Subsidiary** to this **Community Association Management Liability Coverage Policy**.
 15. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any deliberately fraudulent or dishonest act or omission or any purposeful violation of any statute or regulation by such **Insured**; provided that this exclusion will not apply unless a judgment or other final adjudication adverse to such **Insured** establishes such a deliberately fraudulent or dishonest act or omission or purposeful violation.
 16. The Company will not be liable for **Loss** for any **Claim** for an **Insured** gaining in fact any profit, remuneration or advantage to which any **Insured** was not legally entitled.
 17. The Company will not be liable for **Loss** for any **Claim** by or on behalf of an employee of the **Community Association Management Organization** for employment-related **Wrongful Acts**.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** for liability under or breach of any oral, written, or implied contract or agreement, including any liability of others assumed by an **Insured** under any such contract or agreement; provided that this exclusion will not apply to:
 - a. any **Employment Claim**; or
 - b. the extent that the **Insured** would have been liable in the absence of such contract or agreement.
3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

IV. SEVERABILITY OF EXCLUSIONS

No fact pertaining to or knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above. Only facts pertaining to or knowledge or information possessed by an officer, director, or trustee of the **Insured Organization** will be imputed to the **Insured Organization** for purposes of applying any exclusion in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Community Association Management Liability Coverage Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** will bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Community Association Management Liability Coverage Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Community Association Management Liability Coverage Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Community Association Management Liability Coverage Policy**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**, unless such indemnification is not made by the **Insured Organization** solely by reason of its **Financial Insolvency**.

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B and the Retention amount set forth in ITEM 5 of the Declarations will apply to any **Loss** as to which indemnification by the **Insured Organization** is legally permissible, unless such indemnification is not made by the **Insured Organization** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

C. LIMITS OF LIABILITY

1. Limits of Liability

This section applies as described herein regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established.

Subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Limit of Liability set forth in ITEM 5 of the Declarations is the maximum amount the Company will pay for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Community Association Management Liability Coverage Policy**.

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** is further limited by the following:

The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** will not exceed \$100,000, which amount is included within, and is not in addition to, any applicable limit of liability.

2. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining Limit of Liability for the last **Policy Year** in effect at the time of the termination or cancellation of the **Community Association Management Liability Coverage Policy** or the **Change of Control**.

3. Other Provisions

If any **Claim** made against a **Community Association Management Organization** or **Community Association Management** gives rise to coverage both under this **Community Association Management Liability Coverage Policy** and any other liability policy of similar insurance issued by the Company or any of its affiliates, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, from such **Claim** will not exceed \$1,000,000 subject to the remaining Limits of Liability of such policies or if the Limit of Liability for this **Community Association Management Liability Coverage Policy** is less than \$1,000,000, then all **Loss**, including **Defense Expenses**, from such **Claim** will not exceed the Limit of Liability for this **Community Association Management Liability Coverage Policy** as set forth in ITEM 5 of the Declarations subject to the remaining Limit of Liability for such policies.

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the Limit of Liability set forth in ITEM 5 of the Declarations is exhausted by the payment of amounts covered under this **Community Association Management Liability Coverage Policy**, the premium for this **Community Association Management Liability Coverage Policy** will be fully earned, all obligations of the Company under this **Community Association Management Liability Coverage Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligation of any kind or nature whatsoever under this **Community Association Management Liability Coverage Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Community Association Management Liability Coverage Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Community Association Management Liability Coverage Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of the **Community Association Management Liability Coverage Policy's** applicable limit of liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** that are paid pursuant to the **Additional Defense Limit of Liability** will not exceed \$100,000 for all **Wage and Hour Law Employment Claims**. Such **Defense Expenses** will be part of, and not in addition to, the \$100,000 limit of liability for all **Wage and Hour Law Employment Claims** and such \$100,000 limit of liability for all **Wage and Hour Law Employment Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

E. CLAIM DEFENSE

1. The Company will have the right and duty to defend any **Claim** even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Community Association Management Liability Coverage Policy**, and will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Community Association Management Liability Coverage Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable, but in no event later than 60 days after the expiration date of the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent to the Company by electronic mail, facsimile, or mail as set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the

Insured's own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by electronic mail, facsimile, or mail as set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Community Association Management Liability Coverage Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** were made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make any settlement of a **Claim** it deems expedient. If the **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** will not exceed the amount for which the Company could have settled such **Claim** plus **Defense Expenses** accrued as of the date such settlement was proposed in writing by the Company.

J. OTHER INSURANCE AND INDEMNIFICATION

If any **Loss** otherwise covered under this **Community Association Management Liability Coverage Policy** is insured under any other valid and collectible policy or policies, then this **Community Association Management Liability Coverage Policy** will apply only in excess of the amount of any deductibles, retentions and limits of liability under such other insurance, whether such other insurance is stated to be primary, contributory excess, contingent or otherwise, unless such other insurance is written specifically excess of this **Community Association Management Liability Coverage Policy** by reference in such other policy to the policy number of this **Community Association Management Liability Coverage Policy**.

Additionally, this **Community Association Management Liability Coverage Policy** will apply only as excess insurance over, and will not contribute with indemnification to which any **Insured Person** is entitled from any outside entity other than the **Insured Organization**. This **Community Association Management Liability Coverage Policy** will not be subject to the terms of any other insurance.

K. ORDER OF PAYMENTS

If **Loss**, other than **Defense Expenses**, from any **Directors and Officers Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Directors and Officers Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability remains available, the Company will pay **Loss** for such **Directors and Officers Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Entity** by and through any **Executive Officer** of the **Insured Entity**, the Company will either pay or withhold payment of **Loss** from such **Directors and Officers Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for **Loss** from any such **Directors and Officers Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Entity**.

L. SUBROGATION

In the event of payment under this **Community Association Management Liability Coverage Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

M. RECOVERIES

All recoveries from third parties for payments made under this **Community Association Management Liability Coverage Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;
3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided that recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

N. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, this **Community Association Management Liability Coverage Policy** may not be canceled by the **Named Insured** and the entire premium for the **Community Association Management Liability Coverage Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Community Association Management Liability Coverage Policy**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Community Association Management Liability**

Coverage Policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS, Q. EXTENDED REPORTING PERIOD of this **Community Association Management Liability Coverage Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS, Q. EXTENDED REPORTING PERIOD.

If, at any time during the **Policy Period**, the **Insured Entity** eliminates or reduces its ownership interest in or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity and its directors, officers, and employees, but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

O. ACQUISITIONS

If, during the **Policy Period**, the **Insured Entity** acquires or forms a **Subsidiary**, this **Community Association Management Liability Coverage Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Community Association Management Liability Coverage Policy** provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Entity** as reflected in the **Insured Entity's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

P. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Community Association Management Liability Coverage Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Community Association Management Liability Coverage Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

Q. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Community Association Management Liability Coverage Policy** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Community Association Management Liability Coverage Policy**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Community Association Management Liability Coverage Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation. If the **Named Insured** obtains a subsequent policy at the expiration of a **Policy Period** from the Company, no termination or cancellation shall have occurred.

R. ALLOCATION

1. If there is a **Claim** under this **Community Association Management Liability Coverage Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Community Association Management Liability Coverage Policy** and also loss that is not covered by this **Community Association Management Liability Coverage Policy** because such **Claim** includes both covered and uncovered matters, then such covered **Loss** and uncovered loss will be allocated as follows:
 - a. one hundred percent of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of, the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under this **Community Association Management Liability Coverage Policy**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of Loss which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Community Association Management Liability Coverage Policy** and applicable law.

S. CANCELLATION AND NONRENEWAL

The Company may cancel this **Community Association Management Liability Coverage Policy** in which case 20 days written notice will be given to the **Named Insured**. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Community Association Management Liability Coverage Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, N. CHANGE OF CONTROL, the **Named Insured** may cancel this **Community Association Management Liability Coverage Policy** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. The earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Community Association Management Liability Coverage Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least 30 days before the Expiration Date set forth in ITEM 2 of the Declarations.

T. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Community Association Management Liability Coverage Policy**.

No person or organization has any right under this **Community Association Management Liability Coverage Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

U. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Community Association Management Liability Coverage Policy** and solely with the Company's prior written consent. This **Community Association Management Liability Coverage Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Community Association Management Liability Coverage Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Community Association Management Liability Coverage Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Community Association Management Liability Coverage Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Community Association Management Liability Coverage Policy** issued by the Company.

V. ASSIGNMENT

This **Community Association Management Liability Coverage Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

W. REPRESENTATIONS

By acceptance of the terms set forth in this **Community Association Management Liability Coverage Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Community Association Management Liability Coverage Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Community Association Management Liability Coverage Policy** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;

2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Community Association Management Liability Coverage Policy**, contained any such untrue statement or representation.

X. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Community Association Management Liability Coverage Policy** was issued, to make any changes in the form of this **Community Association Management Liability Coverage Policy**, by which the insurance afforded by this **Community Association Management Liability Coverage Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Y. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Community Association Management Liability Coverage Policy**.

Z. ENTIRE AGREEMENT

This **Community Association Management Liability Coverage Policy**, including the Declarations, the **Application**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

AA. HEADINGS

The titles of the various paragraphs of this **Community Association Management Liability Coverage Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability

It is agreed that:

1. The following is added to section II. **DEFINITIONS**:

Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section V. **CONDITIONS**:

SANCTIONS

This **Community Association Management Liability Coverage Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section V. **CONDITIONS, A. TERRITORY**:

A. TERRITORY AND VALUATION

1. This **Community Association Management Liability Coverage Policy** applies anywhere in the world; provided, this **Community Association Management Liability Coverage Policy** does not apply to **Loss** incurred by an **Insured**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Community Association Management Liability Coverage Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Community Association Management Liability Coverage Policy** are expressed and payable in the currency of

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the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Community Association Management Liability Coverage Policy** is stated in a currency other than United States dollars, payment under this **Community Association Management Liability Coverage Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

4. The following is added to section **V. CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, the Company will have the right and duty to defend such **Claim** as set forth in this section **V. CONDITIONS, E. CLAIM DEFENSE**, to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim**:

- a. the Company will have no duty to defend any **Claim** covered by this **Community Association Management Liability Coverage Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
- b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Community Association Management Liability Coverage Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Community Association Management Liability Coverage Policy**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**AMENDED PROPERTY DAMAGE EXCLUSION – ADD EXCEPTION FOR DECISIONS TO IMPOSE
ASSESSMENT OR APPROVE OR REJECT REQUEST FOR PHYSICAL CHANGES TO TANGIBLE
PROPERTY ENDORSEMENT**

This endorsement changes the following:

Community Association Management Liability

It is agreed that:

The following replaces section III. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, 1.:**

The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any damage to, destruction of, deterioration of, loss of, loss of use of, or failure to repair or maintain any tangible property, including any **Construction Defect**, whether or not as a result of inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot; provided that this exclusion will not apply to **Defense Expenses** for any **Claim** for any decision by the board of directors, or other duly constituted governing board, of the **Named Insured** or any committee thereof:

- a. to impose any assessment on any resident, unit owner or member of the **Named Insured**; or
- b. to approve or reject any request to make any physical change to tangible property, but only if such decision does not relate to the execution or quality of such physical changes.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DEFENSE OUTSIDE LIMITS AND MODIFIED SETTLEMENT PROVISION ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability

It is agreed that:

1. The following replaces the introductory paragraph on the Declarations:

THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS. THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST INSURED'S DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN ACCORDANCE WITH THE TERMS OF THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES FOR WAGE AND HOUR LAW EMPLOYMENT CLAIMS, AND DEFENSE EXPENSES FOR ALL CLAIMS WILL BE APPLIED AGAINST THE RETENTION.

2. The following replaces **Additional Defense Coverage** in ITEM 5 of the Declarations:

Additional Defense Coverage:

☒ Not Applicable

3. The following replaces the introductory paragraph on the Community Association Management Liability Coverage:

THIS IS A CLAIMS-MADE AND REPORTED POLICY WITH DEFENSE EXPENSES FOR WAGE AND HOUR LAW EMPLOYMENT CLAIMS INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

4. The following replaces section **V. CONDITIONS, C. LIMITS OF LIABILITY**:

1. Limits of Liability

This section applies as described herein regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established.

Subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Limit of Liability set forth in ITEM 5 of the Declarations is the maximum amount the Company will pay under this **Community Association Management Liability Coverage Policy** for all:

- a. **Loss**, other than **Defense Expenses**, for all **Claims**, other than **Wage and Hour Law Employment Claims**; and
- b. **Loss**, including **Defense Expenses**, for all **Wage and Hour Law Employment Claims**.

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** is further limited by the following:

The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** will not exceed \$100,000, which amount is included within, and is not in addition to, any applicable limit of liability.

2. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

- a. the Company's maximum limit of liability for all:
 - i. **Loss**, other than **Defense Expenses**, for all **Claims**, other than **Wage and Hour Law Employment Claims**; and

ii. **Loss**, including **Defense Expenses**, for all **Wage and Hour Law Employment Claims**;

made during each **Policy Year** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations; and

b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all:

i. **Loss**, other than **Defense Expenses**, for all **Claims**, other than **Wage and Hour Law Employment Claims**; and

ii. **Loss**, including **Defense Expenses**, for all **Wage and Hour Law Employment Claims**;

made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining Limit of Liability for the last **Policy Year** in effect at the time of the termination or cancellation of the **Community Association Management Liability Coverage Policy** or the **Change of Control**.

3. Other Provisions

If any **Claim** made against a **Community Association Management Organization** or **Community Association Management** gives rise to coverage both under this **Community Association Management Liability Coverage Policy** and any other liability policy of similar insurance issued by the Company or any of its affiliates, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, other than **Defense Expenses**, from such **Claim** will not exceed \$1,000,000 subject to the remaining Limits of Liability of such policies or if the Limit of Liability for this **Community Association Management Liability Coverage Policy** is less than \$1,000,000, then all **Loss**, other than **Defense Expenses**, from such **Claim** will not exceed the Limit of Liability for this **Community Association Management Liability Coverage Policy** as set forth in ITEM 5 of the Declarations subject to the remaining Limit of Liability for such policies.

Payment of **Defense Expenses** for **Wage and Hour Law Employment Claims** will reduce the applicable limit of liability. In the event the amount of:

a. **Loss**, other than **Defense Expenses**, for any **Claim**, other than a **Wage and Hour Law Employment Claim**, exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability for **Loss**, other than **Defense Expenses**, for such **Claim** will not exceed the remaining amount of the applicable limit of liability; or

b. **Loss**, including **Defense Expenses**, for any **Wage and Hour Law Employment Claim** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability for **Loss**, including **Defense Expenses**, for such **Wage and Hour Law Employment Claim** will not exceed the remaining amount of the applicable limit of liability.

In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted.

If the Limit of Liability set forth in ITEM 5 of the Declarations is exhausted by the payment of amounts covered under this **Community Association Management Liability Coverage Policy**, the premium for this **Community Association Management Liability Coverage Policy** will be fully earned, all obligations of the Company under this **Community Association Management Liability Coverage Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligation of any kind or nature whatsoever under this **Community Association Management Liability Coverage Policy**.

5. Section **V. CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE**, is deleted.

6. The following replaces section **V. CONDITIONS, E. CLAIM DEFENSE, 1.**:

1. The Company will have the right and duty to defend any **Claim** even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted.

7. The following replaces section **V. CONDITIONS, I. SETTLEMENT**:

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make any settlement or compromise of any **Claim** the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** does not consent to such Settlement Offer within thirty (30) days of being made aware of such offer by the Company, the **Insured** will be solely responsible for 20% of all **Defense Expenses** incurred by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 20% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Community Association Management Liability Coverage Policy** for such **Claim** does not exceed the remaining applicable limit of liability.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED CLAIM, EVENT, CIRCUMSTANCE, LITIGATION, PERSON OR ENTITY EXCLUSION
ENDORSEMENT**

This endorsement changes the following:

Community Association Management Liability Coverage

It is agreed that:

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any:

- a. funds directly or indirectly sought, applied for, or received by the **Insured**, or from which the **Insured** otherwise benefited; or
- b. loan, grant, funding, tax credit, tax benefit or other benefit, relief, or assistance,
under the U.S. Coronavirus Aid, Relief, and Economic Security Act (the CARES Act), including the U.S. Small Business Administration's Paycheck Protection Program, or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

MICHIGAN CHANGES ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability Coverage

It is agreed that:

1. Section **V. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM** is amended by the addition of the following sentence to the first paragraph:

Notice given by or on behalf of the **Insured** to the Company's authorized agent, with particulars sufficient to identify the **Insured**, will be considered notice to the Company.

2. The following replaces section **V. CONDITIONS, S. CANCELLATION AND NONRENEWAL**:

S. CANCELLATION AND NONRENEWAL

The Company may cancel this **Community Association Management Liability Coverage Policy** by providing written notice of such cancellation to the **Named Insured** at least 20 days before the effective date of cancellation. A notice of cancellation resulting from the failure to pay a premium when due will be rescinded if payment in full is received by the Company within 20 days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Community Association Management Liability Coverage Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, N. CHANGE OF CONTROL, the **Named Insured** may cancel this **Community Association Management Liability Coverage Policy** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. The earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Community Association Management Liability Coverage Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least 30 days before the Expiration Date set forth in ITEM 2 of the Declarations.

The Company will provide the **Named Insured** with loss history information within 30 days after the Company receives a written request.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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CRIME TERMS AND CONDITIONS**PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY****CONSIDERATION CLAUSE**

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is “*Not Covered*,” then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY**1. Employee Theft**

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities and Other Property** directly caused by **Theft or Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft or Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** sustained by the **Insured's Client**, directly caused by **Theft or Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

- a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or
 - b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and
2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;
2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
 - a. directly caused by an actual or attempted **Robbery**; or
 - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or
5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

- a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or
 - b. an armored motor vehicle company.
2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
 - a. **a Messenger**; or
 - b. an armored motor vehicle company.
3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money, Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or
2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

Insured's Computer Program or Electronic Data is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program or Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

- a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

- a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or
- b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;
2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and
3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.
2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.
3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.
5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.
6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. **Change of Control** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

- B. **Claim Expenses** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.
- C. **Client** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.
- D. **Client's Premises** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.
- E. **Computer Fraud** means:
- The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:
1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
 2. to a place outside the **Premises** or **Financial Institution Premises**.
- F. **Computer Program** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- G. **Computer System** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- H. **Computer Violation** means:
1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
 2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.
- I. **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
1. directed solely against the **Insured**; and
 2. that propagate themselves through the **Computer System** or networks;
- provided such instructions were maliciously introduced by a natural person.
- J. **Counterfeit** means an imitation of **Money** that is intended to deceive and to be taken as genuine.
- K. **Covered Instruments** means:
1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
 2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.
- L. **Covered Personal Instruments** means:
1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.
- M. **Credit, Debit or Charge Card** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.
- N. **Crime Policy** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.
- O. **Digital Signature** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- P. **Discover, Discovered, or Discovery** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:
1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
 2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,
- whichever occurs first.
- Q. **Electronic Data** means facts or information converted to a form:
1. usable in a **Computer System**;
 2. that does not provide instructions or directions to a **Computer System**; or
 3. that is stored on electronic processing media for use by a **Computer Program**.
- R. **Electronic Signature** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- S. **Employee** means:
1. any natural person:
 - a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
 - b. who the **Insured** compensates directly by salary, wages or commissions; and
 - c. who the **Insured** has the right to direct and control while performing services for the **Insured**;
 2. any natural person who is temporarily furnished to the **Insured**:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
4. any natural person:
 - a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or
5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

- T. **Employee Benefit Plan** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.
- U. **Employee Benefit Plan Sponsor** means:
1. the **First Named Insured**,
 2. any **Subsidiary**, or
 3. any other entity listed in Item 1. of the Declarations.

- V. **Fiduciary** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

- W. **Financial Institution** means:
1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
 2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.
- X. **Financial Institution Premises** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.
- Y. **First Named Insured** means the entity first named in ITEM 1 of the Declarations.
- Z. **Forgery**, or **Forged** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

- AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

- BB. **Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

- CC. **Identity Fraud Expense** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
4. lost wages, up to a maximum payment of \$1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:
 - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
 - b. to complete fraud affidavits or similar documents; or
 - c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
6. reasonable attorney fees incurred, with the Company's prior written consent, for:
 - a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
 - b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
 - c. challenging the accuracy or completeness of any information in a consumer credit report; and
7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.
- or
2. for the purposes of all other Insuring Agreements:
 - a. the **First Named Insured**,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.

EE. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. **LLC Member** means any natural person who has an ownership interest in a limited liability company.

- GG. **Management Staff Member** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.
- HH. **Messenger** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.
- II. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- JJ. **Officer-Shareholder** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.
- KK. **Other Property** means any tangible property other than **Money** and **Securities** that has intrinsic value.
- LL. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.
- MM. **Premises** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.
- NN. **Restoration Expense** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
 2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
 3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
 4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
 5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
 6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
 7. the **Insured's** lost revenue, sales or profits; or
 8. expenses incurred by any customer.
- OO. **Robbery** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:
1. caused or threatened to cause that person bodily harm; or
 2. committed an unlawful act witnessed by that person.
- PP. **Safe Burglary** means the unlawful taking of:
1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

2. a safe or vault from inside the **Premises**.

QQ. **Securities** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit, Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

- a. any act or series of related acts or events involving one or more persons; or
- b. any act, acts or events involving a person or group of persons acting together;

whether identified or not, both during and before the **Policy Period**.

SS. **Sponsored Plan** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. **Subsidiary** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. **Theft** means:

1. under Insuring Agreement A.3., the intentional unlawful taking of **Money, Securities and Other Property** to the deprivation of a **Client**;
 2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
 3. under all other Insuring Agreements, the intentional unlawful taking of **Money, Securities and Other Property** to the **Insured's** deprivation.
- VV. **Transfer Account** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:
1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. **EXCLUSIONS**

- A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..
- D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..
- E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..
- F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..
- H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..
- I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..
- J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.
- K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

- L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:
1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
 2. **Computer Programs**.
- N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..
- O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
1. an inventory computation or physical count; or
 2. a profit and loss computation;
- provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.
- P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..
- Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:
1. loss of or damage to **Money** or **Securities**; or
 2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..
- S. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.
- U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- V. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..
- X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

- Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:
1. an accounting or arithmetical error or omission;
 2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
 3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
 4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
 5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities** or **Other Property**.
- AA. This **Crime Policy** will not apply to loss arising from any **Credit, Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.
- CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

- a. the Company will cover loss the **Insured** sustains anywhere in the world, and
- b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

- a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
 - i. that the **Insured** owns or leases;
 - ii. that the **Insured** holds for others:
 - (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
 - (b) while in transit and in the care and custody of a **Messenger**; or
 - iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

- b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

- i. that the **Insured's Client** owns or leases;
- ii. that the **Insured's Client** holds for others; or
- iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the **Money, Securities** or **Other Property**;
- c. the **Insured's** interest in the **Money, Securities** or **Other Property**; or
- d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

- i. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- ii. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

- i. the actual amount of such **Single Loss**; or

- ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

- a. notify the Company as soon as possible;
- b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
- c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- d. give the Company a detailed, sworn proof of loss within 120 days; and
- e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

- a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:
 - i. at face value in the **Money** issued by that country; or
 - ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:
 - i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

- ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:
 - i. the applicable Single Loss Limit of Insurance;
 - ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
 - iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

- a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
 - i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
 - ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
 - iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and
 - iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.
- b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

- c. Recoveries do not include any recovery:
 - i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
 - ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Crime Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

- 1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;
- 2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and
- 3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:
 - a. sustained by two or more **Employee Benefit Plans**; or

- b. of commingled **Money, Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

- 4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

- 1. The **Insured** may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the Company advance written notice of cancellation.

- 2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

- 3. This **Crime Policy** terminates:
 - a. in its entirety immediately upon the expiration of the **Policy Period**;

- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
- b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money, Securities** or **Other Property** is in an amount in excess of \$10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REPLACE GENERAL AGREEMENT E. - CHANGE OF CONTROL - NOTICE REQUIREMENTS
ENDORSEMENT**

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section II. **GENERAL AGREEMENTS, E. CHANGE OF CONTROL – NOTICE REQUIREMENTS:**

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to the **First Named Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **108479212**

CRI-19060 Ed. 07-13

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**GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE
AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION**

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or
3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS, 1., Territory Covered**:

1. Territory Covered

- a. Except as indicated in Item 5. of the Declarations,

- i. the Company will cover loss the **Insured** sustains anywhere in the world, and
- ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

- b. This **Crime Policy** does not apply to:

- i. loss sustained by an **Insured** domiciled; or
- ii. loss of **Other Property** located,

in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

- c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

3. The following is added to section **V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

- 4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

TELECOMMUNICATION FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

	Single Loss Limit of Insurance	Single Loss Retention
Telecommunication Fraud	\$100,000	\$1,000

2. The following is added to section I. INSURING AGREEMENTS:

TELECOMMUNICATION FRAUD

The Company will pay the **Insured** for its **Telecommunication Charges** directly caused by **Telecommunication Fraud**.

3. The following are added to section III. DEFINITIONS:

Whenever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

Telecommunication Charges mean amounts charged to the **Insured** by its telephone service provider.

Telecommunication Fraud means the unauthorized access to, or use of, the **Insured's** telephone system by a person or entity other than an **Employee**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	\$100,000	\$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

SOCIAL ENGINEERING FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

1. a **Vendor**, or that **Vendor's** attorney;
2. a **Client**, or that **Client's** attorney;
3. an **Employee**; or
4. an **Authorized Person**,

through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS, G. Computer System**:

G. Computer System means:

1. any computer; and
2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section III. **DEFINITIONS, C. Client:**

C. **Client** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section III. **DEFINITIONS, E. Computer Fraud:**

E. **Computer Fraud** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

1. by a natural person or entity, other than an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money, Securities, or Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
2. made by an **Employee or Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section I. **INSURING AGREEMENTS, F. COMPUTER CRIME**.

For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section III. **DEFINITIONS, AA. Funds Transfer Fraud:**

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from the **Transfer Account**, which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section III. **DEFINITIONS, DD. Insured:**

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
 - a. the **First Named Insured**,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.

9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.
- H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
1. the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
 2. any other giving or surrendering of, or voluntary parting with, **Money, Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
 - a. Insuring Agreement A.;
 - b. Insuring Agreement E.;
 - c. Insuring Agreement F1., or
 - d. the Social Engineering Fraud Insuring Agreement.
10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property**:
1. while in the mail; or
 2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.
11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:
- This **Crime Policy** will not apply to:
- a. loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
 - b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
 - d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
 - e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
 - f. loss due to any party's use of or acceptance of any **Credit, Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
 - g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

INCLUDE DESIGNATED PROPERTY MANAGERS AS EMPLOYEES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS, S. Employee:**

Employee also includes each natural person, partnership or corporation that:

1. the **Insured** appoints in a written agreement to act as the **Insured's** property manager;
2. is shown in the schedule below; and
3. is subject to the **Insured's** direction and control while performing services for the **Insured**,

but only while such person, partnership or corporation (hereafter "Designated Property Manager") is acting on the **Insured's** behalf and while in possession of the **Money, Securities** and **Other Property**.

Employee also includes any natural person, partnership or corporation previously appointed in a written agreement to act as the **Insured's** property manager, but only for acts committed while performing such services for the **Insured** that are **Discovered** during the current **Policy Period**.

Each such Designated Property Manager, including the natural person, partners, officers and employees of that Designated Property Manager, are considered to be, collectively, one **Employee** for the purposes of this insurance; except with respect to section V. CONDITIONS, D. CANCELLATION OR TERMINATION, Paragraph 4.

2. The following replaces the last sentence of section **III. DEFINITIONS, S. Employee:**

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above or in the schedule set forth in this Include Designated Property Managers as Employees Endorsement.

3. The most the Company will pay under this **Crime Policy** for **Theft** committed by a Designated Property Manager included as an **Employee** by this endorsement is the Single Loss Limit of Insurance shown in the schedule below. Such Single Loss Limit of Insurance is part of, not in addition to, the Single Loss Limit of Insurance shown in the Declarations as applicable to Insuring Agreement, A. FIDELITY, 1. Employee Theft.
4. The Company will not pay the **Insured** for any **Single Loss** caused by a Designated Property Manager included as an **Employee** by this endorsement unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in the schedule below.
5. If ITEM 5 of the Crime Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then section V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 1. Limit of Insurance, a. Policy Aggregate Limit of Insurance, applies to this endorsement and any payment under this **Crime Policy** for loss caused by a Designated Property Manager included as an **Employee** by this endorsement will reduce, and may exhaust, the Aggregate Limit of Insurance by the amount of such payment.

Including any natural person, partnership, or corporation, other than specifically designated in the schedule below, which the **Insured** appoints in writing after the effective date of this endorsement to act as a Designated Property Manager, provided:

1. that coverage for any Designated Property Manager appointed in writing subsequent to the effective date of this endorsement will only be afforded for loss directly caused by such Designated Property Manager and sustained by the **Insured** on or after the date the new Designated Property Manager was appointed;

2. the loss is **Discovered** by the **Insured** during the **Policy Period** or Extended Period to Discover Loss pursuant to the terms set forth in section V. CONDITIONS, A. GENERAL CONDITIONS, 3. Extended Period to Discover Loss; and
3. the Single Loss Limit of Insurance and the Single Loss Retention amounts applicable to any Designated Property Manager appointed in writing subsequent to the effective date of this endorsement are the highest such values shown in the schedule below, respectively.

SCHEDULE

<u>Designated Property Manager</u>	<u>Single Loss Limit of Insurance</u>	<u>Single Loss Retention</u>
BERKSHIRE HATHAWAY PROPERTY MANAGEMENT	\$800,000	\$8,000

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A.2. ERISA Fidelity:
2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

Handled or Handling means "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

V. **Fiduciary** means:

1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or
2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money, Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M. and Z.:

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**,

provided that this exclusion will not apply if intangible property or confidential information is used to facilitate a loss that is otherwise covered by this **Crime Policy**.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A.2. ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

5. The following replaces section **V. CONDITIONS**, A. **GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REPLACE INTANGIBLE PROPERTY AND CONFIDENTIAL INFORMATION EXCLUSION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, M.:

- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:
1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or
 2. **Computer Programs**,

provided that this exclusion will not apply if intangible property or confidential information is used to facilitate a loss that is otherwise covered by this **Crime Policy**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE FORGERY OR ALTERATION EXCLUSION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

For all section **I. INSURING AGREEMENTS** other than Social Engineering Fraud, the following replaces section **IV. EXCLUSIONS**, W.:

- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., G., or H..

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGE DEFINITION OF EMPLOYEE TO INCLUDE INDIVIDUALS ENGAGED BY A PROFESSIONAL
EMPLOYER ORGANIZATION ENDORSEMENT**

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **III. DEFINITIONS, S. Employee**, 1.b:

1. any natural person:
 - b. who the **Insured** compensates directly by salary, wages, or commissions, or who is engaged pursuant to a services agreement with a professional employer organization; and
-

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Crime

It is agreed that:

Notwithstanding anything to the contrary, notice given by or on behalf of the **Named Insured** to the Company's authorized agent, with particulars sufficient to identify the **Insured**, will be considered notice to the Company.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **108479212**

MICHIGAN CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **V., CONDITIONS, D.2.:**

2. The Company may cancel:
- this **Crime Policy** in its entirety;
 - an Insuring Agreement; or
 - coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if the Company cancels for nonpayment of premium; or **60** days (number of days must equal or exceed 60 days) before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section **V., CONDITIONS, D. CANCELLATION OR TERMINATION:**

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elects not to renew, the Company will provide to the **First Named Insured** written notice to that effect **45** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **108479212**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maris Brown Insurance Group 1055 E South Blvd Suite 140 Rochester Hills MI 48307	CONTACT NAME: PHONE (A/C, No, Ext): (248)257-5556 FAX (A/C, No): (586)589-5957 E-MAIL ADDRESS: certs@marisbrowninsurance.com
INSURED THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION 6312 STADIUM DR KALAMAZOO MI 49009-2014	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Bureau General Insurance Company c 21547 INSURER B: Travelers Casualty & Surety Company of 31194 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER: CL2642040590****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EQUIPMENT BREAKDOWN ☒ ORDINANCE OR LAW GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			B0-11726363	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			B0-11726363	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED AND NON-OWNED \$ 2,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU-11726364	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	EMPLOYEE DISHONESTY			108479212	5/1/2026	5/1/2027	MGMT CO INCLUDED \$ \$800,000
B	DIRECTORS AND OFFICERS			108479212	5/1/2026	5/1/2027	\$ \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UNDER THE PACKAGED PROPERTY AND GENERAL LIABILITY, AS REFERENCED ABOVE, ALL BUILDINGS HAVE 100% REPLACEMENT COST BLANKET COVERAGE FOR A MAXIMUM OF \$52,681,666 SUBJECT TO A \$25,000 DEDUCTIBLE. COVERAGE IS EXTENDED AS OBLIGATED TO THE EXTENT OF THE BYLAWS ON FILE WITH THE ASSOCIATION. SEPARATION OF INSURED IS INCLUDED. BUILDING ANNUAL INCREASE PERCENTAGE 4%. WIND-STORM OR HAIL PERCENTAGE DEDUCTIBLE (1%). 186 UNITS.

CERTIFICATE HOLDER**CANCELLATION**

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION C/O BERKSHIRE HATHAWAY PROPERTY MGMT 6312 STADIUM DR KALAMAZOO, MI 49009-2014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Merrick Maris/KIMNEW

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COMMENTS/REMARKS

The following addresses are all covered under the coverage listed on the Acord this is attached to for the purpose of General Liability, Auto Liability, Umbrella Liability and the Property coverage listed in the comments section. It is understood that mortgage companies, and their agents and/or assignees that hold an interest in any of the addresses list below are included as "mortgagees" with respect to the coverage referenced above, per the bylaws for the association listed as the insured above.

7507, 7515, 7521 Woodbridge Lane, Portage, MI 49024-4097;
7533, 7539, 7545, 7551 Woodbridge Lane, Portage, MI 49024-4097;
7563, 7569, 7575 Woodbridge Lane, Portage, MI 49024-4097;
7601, 7607, 7615 Woodbridge Lane, Portage, MI 49024-4097;
7502, 7508, 7514, 7520 Woodbridge Lane, Portage, MI 49024-4097;
7532, 7538, 7544, 7550 Woodbridge Lane, Portage, MI 49024-4097;
7568, 7574, 7580 Woodbridge Lane, Portage, MI 49024-4097;
7600, 7606, 7612 Woodbridge Lane, Portage, MI 49024-4097;
3500, 3506, 3512, 3518 Kirkaldy Ct, Portage, MI 49024-4097;
3530, 3536, 3542, 3548 Kirkaldy Ct, Portage, MI 49024-4097;
3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle, Portage, MI 49024-4097;
3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle, Portage, MI 49024-4097;
3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle, Portage, MI 49024-4097;
3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle, Portage, MI 49024-4097;
7661, 7667, 7673 Moors Pointe Way, Portage, MI 49024-4097;
3525, 3531, 3537 Woodbridge Lane, Portage, MI 49024-4097;
3501, 3507, 3515 Woodbridge Lane, Portage, MI 49024-4097;
3662, 3666 Tartan Circle, Portage, MI 49024-4097;
3650, 3654 Tartan Circle, Portage, MI 49024-4097;
3636, 3640 Tartan Circle, Portage, MI 49024-4097;
3622, 3628, 3630 Tartan Circle, Portage, MI 49024-4097;
3725 Tartan Circle, Portage, MI 49024-4097;
3733, 3739 Tartan Circle, Portage, MI 49024-4097;
3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle, Portage, MI 49024-4097;
3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle, Portage, MI 49024-4097;
3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle, Portage, MI 49024-4097;
3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle, Portage, MI 49024-4097;
3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle, Portage, MI 49024-4097;
7662, 7668, 7674, 7680 Moors Pointe Way, Portage, MI 49024-4097;
3609, 3615, 3621 Woodbridge Lane, Portage, MI 49024-4097;
7695, 7697, 7699 Vernard Circle, Portage, MI 49024-4097;
7670, 7672, 7674 Vernard Cir, Portage, MI 49024-4097;
7692, 7694, 7696, 7698 Vernard Circle, Portage, MI 49024-4097;
3720, 3736, 3744 Woodbridge Lane, Portage, MI 49024-4097;
3750, 3774, 3786 Woodbridge Lane, Portage, MI 49024-4097;
7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle, Portage, MI 49024-4097;
7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle, Portage, MI 49024-4097;
7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle, Portage, MI 49024-4097;
3716, 3728, 3740 Woodbridge Lane, Portage, MI 49024-4097;
3660, 3668, 3674, 3680 Woodbridge Lane, Portage, MI 49024-4097;
3602, 3608, 3614, 3620 Woodbridge Lane, Portage, MI 49024-4097;
3568, 3576, 3582, 3588 Woodbridge Lane, Portage, MI 49024-4097;
3510, 3516, 3520 Woodbridge Lane, Portage, MI 49024-4097;
3484, 3490, 3496, 3500 Woodbridge Lane, Portage, MI 49024-4097;
3458, 3464, 3470 Woodbridge Lane, Portage, MI 49024-4097