



**Policy Number WA0200196374-03**

BOUVIER INSURANCE  
320 SEVEN SPRINGS WAY, STE 250  
BRENTWOOD, TN 37027-4572

**IMPORTANT: POLICY DOCUMENT(S) ATTACHED, FOR:**

The Gardens at Heritage Green Condominium Association Inc  
800 Callaway Ct  
Chattanooga, TN 37421-0615

Thank you for allowing us to serve your insurance needs.

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<b>FACTS</b>	<b>What does COUNTRY Financial® do with your personal information?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect from you and from outside sources and share depend on the product or service you have with us. This information can include data such as name, address, phone number, driver's license number, Social Security Number, Internet cookies, investment experience, assets and transactions.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons COUNTRY Financial® chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Can COUNTRY Financial share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> such as to process your transactions, service your products and services, manage your accounts, or respond to court orders and legal investigations	Yes	No
<b>For our marketing purposes</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> information about your creditworthiness	Yes	Yes
<b>For our family of affiliates to market to you</b> using certain financial information (see "Who we are" for affiliate listing)	Yes	Yes
<b>For non-affiliates to market to you</b> to offer products that may benefit you or help you manage and protect your financial security (by providing only contact information)	Yes	Yes

**To limit our sharing**

<p>To limit our sharing by opting out, the following apply:</p> <ul style="list-style-type: none"> <li>Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</li> <li>Do not allow your affiliates to use certain financial information to market to me.</li> <li>Do not share my personal information with non-affiliates to market their products and services to me.</li> </ul> <p>To opt-out, please visit us online: <a href="https://www.countryfinancial.com/PrivacyNoticeOptOut">https://www.countryfinancial.com/PrivacyNoticeOptOut</a> <b>or</b> call toll-free at 1-866-COUNTRY (1-866-268-6879)</p> <p><b>If you have previously opted out of data sharing with COUNTRY Financial®, there is no need to submit another request. Your previous opt-out will be honored at a household level.</b></p>
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(Continued on Page 2)

## To limit our sharing *(Continued from Page 1)*

**Please note:** For circumstances where you can limit our sharing, if you are a new customer we may begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## Who we are

<b>Who is providing this notice?</b>	This privacy notice is provided by: COUNTRY Mutual Insurance Company® COUNTRY Casualty Insurance Company® COUNTRY Preferred Insurance Company® COUNTRY Life Insurance Company® COUNTRY Investors Life Assurance Company®	COUNTRY® Capital Management Company COUNTRY Trust Bank® Cotton States Life Insurance Company <sup>SM</sup> CC Services, Inc.
<b>How does COUNTRY Financial protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
<b>How does COUNTRY Financial collect my personal information?</b>	We collect your COUNTRY Financial® personal information, for example, when you <ul style="list-style-type: none"><li>● apply for an insurance policy or open a financial account</li><li>● pay a bill</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates or other companies.	
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"><li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li><li>● affiliates from using certain information, such as credit or financial information, to market to you</li><li>● sharing for non-affiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.	
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your policy or account.	

## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"><li>● <i>COUNTRY Financial's affiliates include those companies that control, are controlled by or under common control with the companies mentioned above.</i></li></ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"><li>● <i>Non-affiliates we share with may include providers of products or services that we believe may be of interest to you, or other insurance or financial services providers.</i></li></ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>● <i>Our joint marketing partners may include other insurance companies, banks, or financial services providers.</i></li></ul>

<b>Questions?</b>	Call toll-free at 1-866-COUNTRY (1-866-268-6879) or visit us at <a href="http://www.countryfinancial.com">www.countryfinancial.com</a> .
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## Other important information

### **Nevada Residents**

Under state law, we are providing this notice to inform you that you have the option to be placed on our internal “do not call” list. To be placed on the list, you may submit a request using one of the following options:

- Submit a written request to: **COUNTRY Financial Do Not Call List**  
Attn: Agency Promotions & Co-Op  
PO Box 2020  
Bloomington, IL 61702-2020
- Contact your local COUNTRY Financial representative.
- Call 1-866-COUNTRY and speak with a customer service representative.
- Visit [www.countryfinancial.com](http://www.countryfinancial.com), click on the Contact Us tab, and send us an email.

Please be sure to include your name, address and phone number that you would like to include on our list.

### **If you have questions, you may also contact the Nevada Attorney General’s office at:**

Office of the Nevada Attorney General  
Bureau of Consumer Protection  
555 E. Washington Avenue, Suite 3900  
Las Vegas, NV 89101  
Phone (702) 486-3132  
Email [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

*Please note that our internal “do not call” list is limited to telephone solicitation calls. We may still contact you about your COUNTRY products, insurance claims, and other service-related matters.*

### **California, Montana and Vermont Residents**

We do not share your personal information with non-affiliated parties for their marketing purposes.

### **SIPC Notice to customers of COUNTRY® Capital Management Company (CCMC)**

You may obtain information about the Security Investor Protection Corporation (SIPC), including the SIPC brochure regarding investor protection, by visiting SIPC’s website at [www.sipc.org](http://www.sipc.org) or calling SIPC at (202) 371-8300.

### **Notice to 529 College Savings Plan customers of CCMC**

CCMC is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). An investor brochure describing protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority is available at [www.msrb.org](http://www.msrb.org)

# ADVISORY NOTICE TO POLICYHOLDERS

## Other Insurance

We are notifying you of a change in our WORLDS APART program. It is not a summary of coverage provided by the policy.

AWA 68 84 02 20, Other Insurance has been added to your policy. 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. The applicable amounts of insurance for property and liability are included in your policy Declarations.

**Caution: The above information does not determine coverage. It should not be construed to replace any provision of your policy. The coverage you have is determined by the information in your policy on the date of loss, including the declarations and endorsements in effect at that time. If there is a conflict between the policy and this information, the policy will control.**

**There is no acknowledgement or response required by you. If you have any questions about this notice or any other question about your policy, contact your Insurance Agent. Your Agent's name and telephone number are located on the declarations page of this policy.**

# **WORLDS APART BUSINESSOWNERS PROGRAM**

## **NOTICE TO POLICYOWNERS**

### **NOTICE TO ARKANSAS POLICYOWNERS**

#### **IMPORTANT NOTICE REGARDING FIRE PROTECTION**

Did you know that the firefighting ability of your Fire Department helps lower your insurance rates? It's true! The better your firefighters are equipped and trained, the better their access to water for fighting fires, the length of time it takes for them to arrive at a fire, are a few of the many factors that have an impact on your property insurance rates. Help your firefighters help you! They need your support, financial and otherwise. Adequate funding is important to improving the protection that may translate to lower premiums!

#### **ADDRESS & PHONE # OF THE ARKANSAS INSURANCE DEPARTMENT**

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Dept., Consumer Services Division,  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

### **NOTICE TO IDAHO POLICYOWNERS**

#### **ADDRESS & PHONE # OF THE IDAHO DEPARTMENT OF INSURANCE**

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043

1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### **NOTICE TO ILLINOIS POLICYOWNERS**

#### **IMPORTANT NOTICE REGARDING MINE SUBSIDENCE**

Mine Subsidence Insurance provides coverage for damages caused by collapse of man-made underground mines. It does not provide coverage for damages resulting from earth movements such as, but not limited to earthquake, landslides, volcanic eruption, or collapse of storm or sewer drains.

## **COUNTRY Mutual Insurance Company**

State Laws require that we provide you with Mine Subsidence Coverage in the following counties, unless rejected in writing.

Bond, Bureau, Christian, Clinton, Douglas, Franklin, Fulton, Gallatin, Grundy, Jackson, Jefferson, Knox, LaSalle, Logan, McDonough, Macoupin, Madison, Marion, Marshall, Menard, Mercer, Montgomery, Peoria, Perry, Putman, Randolph, Rock Island, St. Clair, Saline, Sangamon, Tazewell, Vermilion, Washington, Williamson.

You also have the option of purchasing this coverage if your structure is located in a county which does not mandate coverage.

Mine Subsidence Coverage is provided for dwellings and other structures at the limit stated in the coverage form, or the amount of coverage stated in the Declarations, whichever is smaller.

The maximum amount of coverage available is \$750,000 per structure.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

### **IMPORTANT NOTICE REGARDING THE RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT**

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.

### **NOTICE TO INDIANA POLICYOWNERS**

#### **IMPORTANT NOTICE REGARDING MINE SUBSIDENCE**

Mine Subsidence Insurance provides coverage for damages caused by collapse of man-made underground mines. It does not provide coverage for damages resulting from earth movements such as, but not limited to earthquake, landslides, volcanic eruption, or collapse of storm or sewer drains.

Indiana law requires that we make Mine Subsidence Coverage available to you in the following counties.



**COUNTRY Mutual Insurance Company**

Clay, Crawford, Daviess, Dubois, Fountain, Gibson, Greene, Knox, Lawrence, Martin, Monroe, Montgomery, Owen, Orange, Parke, Perry, Pike, Posey, Putman, Spencer, Sullivan, Vanderburgh, Vermillion, Virgo, Warren, Warrick.

Mine Subsidence Coverage is provided for dwellings and other structures at the limit stated in the coverage form, or the amount of coverage stated in the Declarations, whichever is smaller.

The maximum amount of coverage available is \$500,000 per structure.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

**NOTICE TO KENTUCKY POLICYOWNERS**

**IMPORTANT NOTICE REGARDING MINE SUBSIDENCE**

Mine Subsidence Insurance provides coverage for damages caused by collapse of man-made underground mines. It does not provide coverage for damages resulting from earth movements such as, but not limited to earthquake, landslides, volcanic eruption, or collapse of storm or sewer drains. The collapse must result in direct damage to a structure. Also, water seepage is not covered.

State Law requires that we provide you with Mine Subsidence Coverage in the following counties, unless rejected in writing.

Bell, Boyd, Breathitt, Butler, Carter, Christian, Clay, Daviess, Edmonson, Elliott, Floyd, Greenup, Hancock, Harlan, Henderson, Hopkins, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, McCreary, McLean, Martin, Morgan, Muhlenberg, Ohio, Owsley, Perry, Union, Webster, Whitley, Wolfe.

Mine Subsidence Coverage is provided for dwellings and other structures at the limit stated in the coverage form, or the amount of coverage stated in the Declarations, whichever is smaller.

The maximum amount of coverage available is \$300,000 per structure.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

## **NOTICE TO MASSACHUSETTS POLICYOWNERS**

### **NOTIFICATION OF COVERAGE FOR FUNGUS/MOLD DAMAGE AS A RESULT OF OTHERWISE COVERED PERILS**

The Massachusetts Division of Insurance requires that all residents and businesses of Massachusetts be provided the opportunity to purchase limited property insurance coverage for fungus/mold damages as a result of an otherwise covered peril.

This policy being offered, issued, or renewed already provides this coverage at no additional premium charge.

## **NOTICE TO MARYLAND POLICYOWNERS**

This policy is subject to a 45-day underwriting review period beginning on the effective date of your coverage. If your risk meets our underwriting standards and we discover a material risk factor during the 45-day underwriting period, we shall recalculate the premium for the policy or binder based on the material risk factor. If we decide to recalculate your premium, we will send you a written Notice advising you of the amount of the recalculated premium, the reason(s) for the recalculation and your right to terminate the policy.

If your risk does not meet our underwriting standards, your coverage may be cancelled during the underwriting review period. If we decide to cancel the binder or policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled.

## **NOTICE TO NEW JERSEY POLICYOWNERS**

### **THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION D – LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE FOR DETAILS.**

### **HAZARDS OF LEAD LIABILITY EXCLUSION**

Your policy may contain the following endorsement:

**BP 04 76 NEW JERSEY CHANGES- EXCLUSION- LIABILITY FOR HAZARDS OF LEAD.**

Please read this exclusion and your other forms and endorsements carefully.

This form excludes the hazards of lead from your Businessowners Liability Coverage. It applies only to premises constructed prior to 1978.

You may obtain Businessowners Liability Coverage for lead paint or lead contamination if the premise(s) covered by this policy has been certified as being free of existing lead hazards pursuant to standards established by the New Jersey Department of Community Affairs.

If your property meets the above conditions and you are interested in this coverage, contact your Independent Agent. The agency name and telephone number are shown at the top right of the enclosed policy declarations page.

**NOTICE TO OHIO POLICYOWNERS**

**IMPORTANT NOTICE – OHIO MINE SUBSIDENCE INSURANCE COVERAGE OFFER**

This constitutes an offer to include optional mine subsidence insurance coverage in your property insurance policy if the policy covers a one to four family dwelling structure located in one of the following Ohio counties:

Delaware, Erie, Geauga, Lake, Licking, Medina, Ottawa, Portage, Preble, Summit & Wayne.

Mine Subsidence insurance, provided by the Ohio Mine Subsidence Insurance Underwriting Association, provides up to \$300,000 of coverage or the amount of insurance on the dwelling, whichever is less, for property damage to the structure caused by mine subsidence. Mine subsidence is loss caused by the collapse or lateral or vertical movement of structures resulting from the caving in of underground mines.

The annual premium for this coverage is \$5.00.

To accept this offer you must complete an application for mine subsidence coverage and return it to us. You may obtain this application from us or your insurance agent who obtained the insurance on the dwelling for you. Your Agents name, address and telephone number are shown at the top right of the enclosed policy declarations page.  
**OH-MSI-1 (7/2009)**

**NOTICE TO SOUTH CAROLINA POLICYOWNERS**

**SOUTH CAROLINA – POTENTIAL ELIGIBILITY FOR WINDSTORM LOSS MITIGATION PREMIUM DISCOUNTS**

The purpose of this Notice is to advise you that you may be eligible for a reduction in the premium for your Businessowners insurance if certain steps have been taken to prevent or reduce damage from windstorm. The discounts, if any, would apply only to the portion of the premium attributable to wind coverage.  
Contact your agent, broker or insurer for additional information.

**NOTICE TO VIRGINIA POLICYOWNERS**

**FUNCTIONAL REPLACEMENT**

If coverage under this policy applies on a functional replacement cost basis it means that, under certain conditions, claims may be settled for less than the actual cash value of the property insured.

## **ORDINANCE OR LAW**

Coverage can now be added to your policy for increased costs to repair or replace damaged property due to the application of ordinances or laws that regulate construction, repair or demolition.

This additional coverage provides protection when a building damaged by a covered cause of loss must be repaired or rebuilt in a more costly manner because the type of construction used when the building was built does not comply with current building codes. Coverage can also be provided when laws or ordinances require the demolition of damaged buildings, including undamaged portions, prior to rebuilding in compliance with current building codes.

Contact your agent if you wish to add this coverage, or if you want additional information.

## **NOTICE TO WISCONSIN POLICYOWNERS**

Underinsured motorist coverage may not be purchased under this policy.

**This Notice does not form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Carefully read your policy including its endorsements.**

**There is no acknowledgement or response required by you.**

**If you have any questions about this disclosure or any other question about your policy, contact your Insurance Agent. Your Agent's name and telephone number are located on the declarations page of this policy.**



**Policy Number:** WA0200196374-03  
**Prior Pol No:** WA0200196374-02  
**Billing Number:** 0200196374

## COUNTRY Mutual Insurance Company

### Businessowners Policy Declarations

**First Named Insured and Mailing Address**

The Gardens at Heritage Green Condominium  
 Association Inc  
 800 Callaway Ct  
 Chattanooga, TN 37421-0615

**Agent Name and Address**

BOUVIER INSURANCE  
 320 SEVEN SPRINGS WAY,  
 STE 250  
 BRENTWOOD, TN 37027-4572

**Agency Code** 03860      **Agency Phone** 615-610-6038

**Policy Period:** From: 09/25/2020 To: 09/25/2021 at 12:01 A.M., Standard Time at your mailing address shown above.

**Business Description:** Condominium/CAPsure      **Form of Business:** Association

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.

Described Premises      See Location and Building Schedule  
 Limits of Property Insurance and Deductibles      See below and Location and Building Schedule

**Deductibles**

All Peril Deductible      \$5,000  
 Other Deductibles may apply to this policy. For details, see the Location and Building Schedule and any attached Deductible forms.

**Optional Coverages**      See page 2

Except for Damage to Premises Rented to You, each paid claim for the following liability coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4 Section II – Liability in the Businessowners Coverage Form and any attached endorsements.

	<b>Limits of Insurance</b>	
Liability and Medical Expenses	\$1,000,000	per Occurrence
	\$2,000,000	General Aggregate
Medical Expenses	\$5,000	per Person
Damage to Premises Rented to You	\$300,000	Any one fire or explosion

	<b>Premium</b>
Policy Premium	\$37,179.00
Tax or Surcharge	\$0.00
Total Policy Premium	\$37,179.00
Payment Plan	MO Monthly payment plan

Countersigned: \_\_\_\_\_  
 Date: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**To report a claim after hours, call 1-800-225-2533**



**Policy Number:** WA0200196374-03  
**Prior Pol No:** WA0200196374-02  
**Billing Number:** 0200196374

## COUNTRY Mutual Insurance Company

### Businessowners Policy Declarations

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

**Policy Period** From: 09/25/2020 To: 09/25/2021 12:01 A.M., Standard Time

Optional Coverages	Limits of Insurance
WORLDS APART Advantage Endorsement	
Equipment Breakdown	
Building Limit – Automatic Increase 3%	
CAPsure Community Association Coverage (All In)	
Employee Dishonesty	\$25,000
Property Management Agent As An Employee Covered For "Employee Dishonesty" Only	
Employee Dishonesty for Designated Community Association Officers And Directors	
Forgery and Alteration	\$25,000
Ordinance or Law Blanket*	\$250,000
Ordinance Or Law Business Income And Extra Expense	
Extended Business Income	90 Days
Hired Non-Owned Auto Liability	\$1,000,000
Aggregate Limits of Insurance Per Location	
*Coverages may not apply to all buildings, please refer to your schedules for details.	

Policy Forms and Endorsements attached at issuance:

See Schedule of Forms and Endorsements

If you wish to request a copy of your policy, contact your agent or call our Customer Service Center at 1-800-662-6243.

THIS POLICY DECLARATION TOGETHER WITH THE COVERAGE FORM(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

**To report a claim after hours, call 1-800-225-2533**



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Schedule of Forms and Endorsements

Form Number		Title
PRIV	09-19	Privacy Statement
PNWA 17	02-20	Other Insurance Policyholder Notice
PNWA 01	05-20	WORLDS APART Businessowners Program Notice To Policyowners
AWA DS 03	06-12	Worlds Apart Declarations
AWA 68 51	04-19	Mutual Conditions COUNTRY Mutual Insurance Company
FORM-SCHED	06-12	Schedule of Forms and Endorsements
LOC-SUM	06-12	Summary of Locations
LOC-BLDG	06-12	Location and Building Schedule
AWA 66 14	02-17	Worlds Apart Advantage Endorsement
BP 00 03	01-10	Businessowners Coverage Form
BP IN 01	01-10	Businessowners Coverage Form Index
AWA 68 84	02-20	Other Insurance
AIL 10 01	06-06	Lead Liability Exclusion
AIL 10 08	06-06	Exclusion - Tanning Beds And Tanning Bed Operations
AIL 10 11	06-06	Punitive Damages Exclusion
AIL 10 12	06-06	Equipment Breakdown Coverage
AWA 05 15	01-16	Disclosure Pursuant To Terrorism Risk Insurance Act
AWA 66 81	01-12	Debris Removal Coverage and Guaranteed Replacement Cost - Building(s)
AWA 67 01	12-17	CAPsure Community Association Coverage
AWA 68 72	12-17	Exclusion - Real Estate Development and Construction Activities
AWA 67 08	06-12	Employee Dishonesty Coverage For Designated Community Association Officers And Directors
AWA 68 25	12-17	Ordinance or Law Coverage - Blanket Limit
AWA 68 27	02-16	Limitation Of Coverage To Designated Premises With Special Events Exception
BP 02 02	07-02	Tennessee Changes
BP 04 04	01-10	Hired & Nonowned Auto
BP 04 17	01-10	Employment-Related Practices Exclusion
BP 04 39	07-02	Abuse or Molestation Exclusion
AWA 68 58	02-17	Water Backup and Sump Overflow
BP 05 01	07-02	Calculation of Premium
BP 05 26	01-15	Cap On Losses From Certified Acts Of Terrorism
BP 05 65	01-15	Conditional Limitation Of Coverage For Terrorism - Sub-Limit On Annual Aggregate Basis (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
BP 05 77	01-06	Fungi or Bacteria Exclusion (Liability)
BP 10 05	07-02	Exclusion - Year 2000 Computer-Related and other Electronic Problems



**Policy Number:** WA0200196374-03  
**Policy Period:** From: 09/25/2020 To: 09/25/2021

## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Schedule of Forms and Endorsements

Form Number		Title
BP 15 04	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception





**Policy Number:** WA0200196374-03  
**Policy Period:** From: 09/25/2020 To: 09/25/2021

## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location Summary

Loc #	Complex Name	Street Address	City	State	Zip Code
1		648 Callaway Ct	Chattanooga	TN	37421



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

<b>Loc #1</b>	<b>Chattanooga, TN 37421</b>			
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Bldg #1	648 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
Building Coverage				\$154,836
Guaranteed Replacement Cost				
Included in Ordinance or Law Blanket				
Water Backup and Sump Overflow				\$20,000
Water Backup and Sump Overflow Business Income				\$5,000

Bldg #2	652 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
Building Coverage				\$154,836
Guaranteed Replacement Cost				
Included in Ordinance or Law Blanket				
Water Backup and Sump Overflow				\$20,000
Water Backup and Sump Overflow Business Income				\$5,000

Bldg #3	664 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
Building Coverage				\$154,836
Guaranteed Replacement Cost				
Included in Ordinance or Law Blanket				
Water Backup and Sump Overflow				\$20,000
Water Backup and Sump Overflow Business Income				\$5,000

Bldg #4	668 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
Building Coverage				\$154,836
Guaranteed Replacement Cost				
Included in Ordinance or Law Blanket				



### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #5	678 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #6	682 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #7	709, 715, 723 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$375,961  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #8	721, 729, 737 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #9	731, 739, 747 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #10	745, 753, 761 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #11	755, 763 Callaway Ct	Primary Residential Association	Frame	2 Units
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Limit

Building Coverage \$273,436  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #12	769, 775, 787 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #13	771, 779 Callaway Ct	Primary Residential Association	Frame	2 Units
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Limit

Building Coverage \$273,436  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #14	804 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #15	806 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$137,655  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #16	812 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Building Coverage	\$137,655
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #17	814 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #18	820 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #19	822 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #20	828 Callaway Ct	Primary Residential Association	Frame	1 Unit
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## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #21	830 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #22	836 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #23	838 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Bldg #24	844 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$154,836
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #25	846 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$144,900
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #26	852 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$151,110
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #27	854 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$154,836
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000





## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Bldg #28	860 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				\$186,300
				\$20,000
				\$5,000
Bldg #29	868 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				\$154,836
				\$20,000
				\$5,000
Bldg #30	907 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				\$151,110
				\$20,000
				\$5,000
Bldg #31	909 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				\$151,110



### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #32	915 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$144,900  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #33	917 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #34	923 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #35	925 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #36	931 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #37	933 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #38	939 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$137,655  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #39	941 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836



### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #40	947 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$186,300
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #41	949 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #42	1006 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #43	1008 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
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**COUNTRY Mutual Insurance Company**

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

**Location and Building Schedule**

Building Coverage \$144,900  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #44	1014 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	------------------	---------------------------------	-------	--------

Limit

Building Coverage \$186,300  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #45	1016 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$186,300  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #46	1022 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #47	1024 Callaway Ct	Primary Residential Association	Frame	1 Unit
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## COUNTRY Mutual Insurance Company

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**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #48	1030 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$137,655
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #49	1032 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #50	1038 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000



**COUNTRY Mutual Insurance Company**

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

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**Agency Code:** 03860

**Location and Building Schedule**

Bldg #51	1040 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #52	1046 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$144,900
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #53	1048 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #54	1054 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	------------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000



**COUNTRY Mutual Insurance Company**

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

**Location and Building Schedule**

Bldg #55	1056 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #56	113 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$163,116
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #57	125 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #58	137 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	





## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #59	149 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #60	161 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #61	173 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #62	179 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	



### COUNTRY Mutual Insurance Company

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**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Included in Ordinance or Law Blanket  
Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #63	208 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit  
Building Coverage \$154,836  
Guaranteed Replacement Cost  
Included in Ordinance or Law Blanket  
Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #64	224 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

Limit  
Building Coverage \$154,836  
Guaranteed Replacement Cost  
Included in Ordinance or Law Blanket  
Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #65	236 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

Limit  
Building Coverage \$154,836  
Guaranteed Replacement Cost  
Included in Ordinance or Law Blanket  
Water Backup and Sump Overflow \$20,000  
Water Backup and Sump Overflow Business Income \$5,000

Bldg #66	252 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit  
Building Coverage \$154,836



**COUNTRY Mutual Insurance Company**

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

**Location and Building Schedule**

Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #67	268 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

Limit

Building Coverage \$151,110  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #68	284 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

Limit

Building Coverage \$154,836  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #69	305, 313, 321 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #70	307 Callaway Ct	Primary Residential Association	Frame	1 Unit
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Limit



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #71	319 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #72	329, 337, 343 Callaway Ct	Primary Residential Association	Frame	3 Units
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	Limit
Building Coverage	\$464,508
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #73	331 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #74	353 Callaway Ct	Primary Residential Association	Frame	1 Unit
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### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

	Limit
Building Coverage	\$124,200
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #75	355 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #76	367 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #77	408 Callaway Ct	Primary Residential Association	Frame	1 Unit
----------	-----------------	---------------------------------	-------	--------

	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Bldg #78	414 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #79	416 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #80	412 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #81	426 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000



### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Bldg #82	428 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$154,836
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #83	442 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$154,836
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #84	444 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$151,110
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket
				Water Backup and Sump Overflow \$20,000
				Water Backup and Sump Overflow Business Income \$5,000
Bldg #85	454 Callaway Ct	Primary Residential Association	Frame	1 Unit
				Limit
				Building Coverage \$151,110
				Guaranteed Replacement Cost
				Included in Ordinance or Law Blanket



## COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

### Location and Building Schedule

Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #86	460 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #87	466 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #88	472 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #89	507, 515, 523 Callaway Ct	Primary Residential Association	Frame	3 Units
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	Limit
Building Coverage	\$372,600
Guaranteed Replacement Cost	





**COUNTRY Mutual Insurance Company**

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

**Location and Building Schedule**

Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #90	509, 517, 525 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$427,069  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #91	531, 539, 547 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #92	533, 541, 549 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600  
 Guaranteed Replacement Cost  
 Included in Ordinance or Law Blanket  
 Water Backup and Sump Overflow \$20,000  
 Water Backup and Sump Overflow Business Income \$5,000

Bldg #93	555, 563, 571 Callaway Ct	Primary Residential Association	Frame	3 Units
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Limit

Building Coverage \$372,600



### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #94	557 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$157,320
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #95	579, 587, 595 Callaway Ct	Primary Residential Association	Frame	3 Units
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	Limit
Building Coverage	\$372,600
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #96	608 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$151,110
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #97	610 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
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### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

Building Coverage	\$163,116
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #98	622 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #99	624 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #100	636 Callaway Ct	Primary Residential Association	Frame	1 Unit
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	Limit
Building Coverage	\$137,655
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

Bldg #101	638 Callaway Ct	Primary Residential Association	Frame	1 Unit
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**Policy Number:** WA0200196374-03  
**Policy Period:** From: 09/25/2020 To: 09/25/2021

### COUNTRY Mutual Insurance Company

**Named Insured:** The Gardens at Heritage Green Condominium Association Inc

**Agency Name:** BOUVIER INSURANCE

**Agency Code:** 03860

#### Location and Building Schedule

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	Limit
Building Coverage	\$154,836
Guaranteed Replacement Cost	
Included in Ordinance or Law Blanket	
Water Backup and Sump Overflow	\$20,000
Water Backup and Sump Overflow Business Income	\$5,000

## MUTUAL CONDITIONS COUNTRY MUTUAL INSURANCE COMPANY

The following conditions apply to COUNTRY Mutual Insurance Company®.

### A. Mutuality of Policy

By accepting this policy “you” become a member of COUNTRY Mutual Insurance Company with all the rights and privileges of a member. These rights and privileges are as provided in the COUNTRY Mutual By-Laws in force at the time this policy takes effect, or that may become effective during the continuance of this policy. When this policy is either lapsed or terminated, “you” will cease to be a member of COUNTRY Mutual and “your” rights and interests in COUNTRY Mutual will end. All insureds must cooperate with us by doing all that is possible to prevent losses. The purpose is to reduce the cost of insurance to the lowest point consistent with solvency and sound insurance protection.

### B. Policy Non-assessable.

This policy will be without contingent liability and is non-assessable.

### C. Participation In Savings and Earnings.

This policy is on the mutual or participating plan. This means that during the continuance of this policy” you” will be entitled to participate in COUNTRY Mutual Insurance Company’s savings and earnings as determined by the Board of Directors.

### D. Annual Meeting.

The annual meeting of the members will be held at the principal location of COUNTRY Mutual unless a different place is fixed by the Board of Directors. The annual meeting will be held each year on a day and hour set by the Board of Directors. The notice of any meeting of members will fix the hour, day and place of that meeting.

**In Witness Whereof**, this Company has executed and attested these presents; but, except where prohibited, this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.



Richard L. Guebert Jr.  
President  
COUNTRY Mutual Insurance Company®



Jennifer L. Vance  
Secretary  
COUNTRY Mutual Insurance Company®

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

## **WORLDS APART<sup>®</sup> ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following is a summary of increased limits of insurance and additional coverage provided by this endorsement. This endorsement is subject to the provisions of your policy, which means that it is subject to all terms, limitations and conditions applicable to the Businessowners Coverage Form unless specifically deleted, replaced or modified herein. This endorsement is applicable only to those premises described in the Declarations. Coverage for loss of Business Income or Extra Expense does not apply if a loss is covered only as a result of this endorsement.

No deductible applies to these coverages unless specifically stated in the coverage description.

<b>Endorsement Schedule</b>	
<b>Coverage Description</b>	<b>Limit of Insurance</b>
<b>SECTION I - PROPERTY</b>	
COVERED PROPERTY	
Expanded Described Premises	1,000 Feet
Expanded Covered Perils for Fences	
ADDITIONAL COVERAGES	
Business Income	
Actual Loss Sustained	18-Months
Extended Business Income	90 Days
Dependent Properties	\$25,000
Claims Expense	\$5,000
Computer Fraud	\$5,000
Debris Removal	35%/\$25,000
Fine Arts	\$25,000
Fire Department Service Charge	\$25,000
Fire Extinguisher Systems Recharge Expense	\$10,000
Lessor's Leasehold Interest for Mercantile or Office Occupancy Tenants	\$10,000
Lock and Key Coverage	
Lost Key Coverage	\$10,000
Electronic Key Systems	\$25,000
Money Orders And Counterfeit Money	\$25,000
Pollutant Clean Up and Removal	\$25,000
Reward	\$15,000
Tenant Move Back Expenses	\$10,000
COVERAGE EXTENSIONS	
Accounts Receivable	
At the Described Premises	\$50,000
Not At the Described Premises	\$15,000
Automated External Defibrillators	\$5,000

Computer Equipment	\$10,000
Appurtenant Structures	
Business Personal Property	\$5,000
Newly Acquired or Constructed	
Building	\$500,000
Business Income and Extra Expense	\$250,000
Period of Coverage	60 Days
Off-Premises Utility Service Failure	
Direct Damage	\$25,000
Time Element	\$25,000
Outdoor Property	\$10,000
Personal Effects	\$5,000
Valuable Papers and Records	
At the Described Premises	\$50,000
Not At the Described Premises	\$15,000
OPTIONAL COVERAGES	
Employee Dishonesty, Forgery and Alteration, Designated Property Management Agent	Shown on the Policy Declarations
Money and Securities	
Inside the Premises	\$25,000
Outside the Premises	\$25,000
Outdoor Signs	\$25,000
<b>SECTION II - LIABILITY</b>	
Broadened Coverage For Damage To Premises Rented To You	\$300,000
Heating Or Air Conditioning Loss Reimbursement	\$5,000 per Occurrence \$10,000 Annual
Lock-Out Or Sale, Removal And Disposal Liability	\$5,000
Per Location Aggregate Limit of Insurance	Business Liability Limits of Insurance Per Location
Tenants' Property Legal Liability	\$10,000

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below:

**I. The following change applies to SECTION I - PROPERTY, Paragraph A.1., Covered Property:**

**A. Expanded Described Premises**

In paragraphs A.1.a.(6) and A.1.b. 100 feet is revised to 1,000 feet.

**II. The following change applies to SECTION I - PROPERTY, Paragraph A.2., Property Not Covered:**

**A. Expanded Covered Perils for Fences**

Paragraph A.2.e. is replaced by the following:

- e. Outdoor 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, all except as provided in the:

- (1) Outdoor Property Coverage Extension; or
- (2) Outdoor Signs Optional Coverage;

**III. The following changes apply to SECTION I - PROPERTY, Paragraph A.5., Additional Coverages:**

**A. The following changes apply only if Business Income and Extra Expense are covered under this policy:****1. Business Income**

Paragraph **A.5.f.(1)(b)** is replaced by the following:

- (b)** We will only pay for loss of Business Income that you sustain during the “period of restoration” and that occurs within 18 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.

**2. Extended Business Income**

Paragraph **A.5.f.(2)(a)(ii)ii** is replaced by the following:

- ii. 90** consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

**3. Business Income from Dependent Properties**

Paragraph **A.5.m.(1)** is replaced by the following:

- (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 caused by or resulting from any Covered Cause of Loss.

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

The most we will pay in any one occurrence under this Additional Coverage is \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**B. Claims Expense**

The following Additional Coverage is added:

- 1.** We will reimburse you for reasonable expense you incur in preparing claims data when we require it. This includes the cost of taking inventories, making appraisals, preparing income statements and preparing other documentation to show the extent of the loss.

We will not pay for any expenses incurred, directed or billed by or payable to claim adjusters or their associates or subsidiaries or any cost as provided by in Paragraph **E.2., Appraisal**.

- 2.** The most we will pay in any occurrence under this Additional Coverage is \$5,000.

**C. Computer Fraud**

The following Additional Coverage is added:

We will pay up to \$5,000 in any one occurrence for physical loss or damage to “money”, “securities”, and any other property having intrinsic value resulting directly from computer “computer fraud”.

“Computer fraud” means any act of stealing property following and directly relating to the use of any computer to fraudulently cause a transfer of that property from inside your premises or from a banking institution or similar safe depository, to a person (other than a “messenger”) outside those premises or to a place outside those premises.

**D. Debris Removal**

- 1.** The percentage shown in Paragraphs **A.5.a.(3)(b)** and Paragraph **A.5.a.(4)(b)** is amended to 35%.
- 2.** The Limit of Insurance shown in Paragraph **A.5.a.(4)** is amended from \$10,000 to \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**E. Fine Arts**

- 1.** The following Additional Coverage is added:

- a.** We will pay for direct loss of or damage to “Fine Arts”, whether owned by:

- (1)** You; or



- (2) Others, and in your care, custody or control.
- b. "Fine Arts" includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
  - c. The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage. 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 Additional Coverage is additional insurance over the insurance available for Business Personal Property.
  - d. The breakage limitation in Paragraph **A.4.b.** does not apply to this Additional Coverage.
  - e. The following exclusions apply to this Additional Coverage:
    - (1) We will not pay for loss or damage caused by or resulting from:
      - (a) Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, birds, rodents or other animals;
      - (b) Dampness or dryness of atmosphere, or changes in extremes of temperature;
      - (c) Any repairing, restoration or retouching process; or
      - (d) Faulty packaging.
    - (2) No exclusions in Paragraph **B.**, **Exclusions** apply to this Additional Coverage except for the following:
      - (a) Paragraph B.1.b., Earth Movement;
      - (b) Paragraph B.1.c., Governmental Action;
      - (c) Paragraph B.1.d., Nuclear Hazard;
      - (d) Paragraph B.1.f., War and Military Action;
      - (e) Paragraph B.1.g., Water;
      - (f) Paragraph B.2.k., Neglect; and
      - (g) Paragraph B.2.g., False Pretense
- However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Additional Coverage.
- f. The value of "fine arts" will be the least of the following amounts:
    - (1) The actual cash value of that property at the time of loss;
    - (2) The cost of reasonably restoring that property to its condition immediately before the loss; or
    - (3) The cost of replacing that property with substantially identical property.
  - g. In the event of loss, the value of property will be determined as of the time of loss.
2. The following are added to Paragraph **E.**, **Property Loss Conditions**:
- a. In case of loss to any part of a pair or set we will:
    - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
    - (2) Pay the difference between the value of the pair or set before and after the loss.
  - b. You must arrange for "fine arts" to be packed and unpacked by competent packers.

**F. Fire Department Service Charge**

The Limit of Insurance shown in Paragraph **A.5.c.** is amended from \$2,500 to \$25,000.

**G. Fire Extinguisher Systems Recharge Expense**

Paragraph **A.5.o.(3)** is replaced by the following:

- (3) The most we will pay in any one occurrence under this Additional Coverage is \$10,000.

**H. Forgery and Alteration**

Paragraph **A.5.k., Forgery and Alteration**, is replaced with the following:

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", which you or your agent has issued, or which was issued by someone who impersonates you or your agent. This includes written instruments required in conjunction with any credit, debit, or charge card issued to you or any employee for business purposes.
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 in any one occurrence, including legal expenses, under the Additional Coverage is \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**I. Lessor's Leasehold Interest for Mercantile or Office Occupancy Tenants**

The following Additional Coverage is added:

We will pay for loss of "Covered Leasehold Interest" you sustain due to the cancellation of lease contracts by your mercantile or office occupancy tenants. The cancellation must result from direct physical loss or damage to your Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss during the term of this policy.

"Covered Leasehold Interest" means the difference between the:

1. Rent you were collecting at the described premises prior to loss; and
2. Rental Value of the described premises after loss or damage has been repaired or rebuilt.

"Covered Leasehold Interest" does not include refunds or rebates of:

1. Prepaid rent;
2. Security or other deposits made by your tenants; and
3. Insurance, taxes or other payments made on your behalf by tenants.

The most we will pay under this Additional Coverage is the smaller of:

1. Your "Covered Leasehold Interest" for the next 12 months immediately following the "period of restoration" plus 90 days of extended Business Income but ending with the normal expiration date of each cancelled lease; or
2. \$10,000 for all "Covered Leasehold Interest" of your mercantile or office occupancy tenants cancelling their leases arising out of an occurrence at a described premises.

**J. Lock and Key Coverage**

The following Additional Coverage is added:

**1. Lost Key Coverage**

- a. We will pay for consequential loss to keys and locks if a master key or grand master key is lost or damaged resulting from a Covered Cause of Loss. We will pay for the actual cost to replace keys, adjustment of locks to accept new keys or, if required, new locks, including the cost of their installation, resulting from a Covered Cause of Loss.
- b. Loss or damage must be caused by or resulting from a Covered Cause of Loss, including mysterious disappearance.
- c. The most we will pay in any once occurrence for loss or damage under this Additional Coverage is \$10,000 at each described premises.

**2. Alternative Key Systems**

- a. We will pay for loss or damage to, or cost to reprogram, "alternative key systems", including card programmers, card-readers, computers, related alarms, transceivers, power supplies and any other electronic or mechanical apparatus needed to make the card keys work. The loss must be caused by a Covered Cause of Loss and must take place at a described premises.
- b. "Alternative key systems" means programmable keying systems, such as mechanically or electronically coded key cards.
- c. The most we will pay in any one occurrence for loss or damage caused by or resulting from a Covered Cause of Loss under this Additional Coverage is \$25,000.

**K. Money Orders And "Counterfeit Money"**

Paragraph **A.5.j.**, Money Orders And "Counterfeit Money", is replaced with the following:

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 \$25,000.

**L. Pollutant Removal and Clean Up**

Paragraph **A.5.h.**, **Pollutant Clean Up And Removal**, is replaced by the following:

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 \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**M. Reward**

The following Additional Coverage is added:

1. If covered property sustains direct physical loss or damage caused by or resulting from a Covered Cause of Loss, and the origin such loss is determined to be the criminal acts of an individual or individuals, we will pay a reward to the person or persons who provide information that leads to the arrest and conviction of the individual or individuals responsible for the loss.
2. The most we will pay under in any one occurrence for this Additional Coverage is \$15,000, regardless of the number of persons providing information that leads to the arrest and conviction of the individual or individuals responsible for such loss.

**N. Tenant Move Back Expenses**

The following Additional Coverage is added:

1. We will reimburse you for expenses you pay for "covered move back costs" that your tenant(s) incurs in order to temporarily vacate a portion of the building at the described premises due to the direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.

The move back must take place within 60 days after the portion of the building rented to your tenant(s) has been repaired or rebuilt and is ready for occupancy.

2. "Covered move back costs" means only documented, reasonable and necessary costs to:
  - a. Pack, insure and transport property owned by the tenant;

- b. Re-establish electric utility and communication services, less refunds from discontinued services;
  - c. Assemble and set up fixtures and equipment; and
  - d. Unpack and re-shelve stock and supplies if the tenant is a commercial operation.
3. If your tenants have valid and collectible insurance for “covered move back costs”, we will pay only for the amount of the “covered move back costs” in excess of the amount payable from such other insurance.
  4. The most we will pay in any one occurrence at each described location under this Additional Coverage is \$10,000 regardless of the number of tenants incurring “covered move back costs”.

IV. The following changes apply to **SECTION I - PROPERTY**, Paragraph **A.6.**, **Coverage Extensions**:

**A. Accounts Receivable**

Paragraph **A.6.f.(2)** is replaced by the following:

- (2) The most we will pay under this Coverage for loss or damage in any one occurrence at the described premises is \$50,000.

For Accounts Receivable not at the described premises, the most we will pay is \$15,000.

The Limits of Insurance provided under this provision are in addition to any other Limit of Insurance that may be provided under this policy for this coverage.

**B. Automated External Defibrillators**

The following Coverage Extension is added:

If this policy covers Business Personal Property, you may extend that insurance to apply to your Automated External Defibrillators.

The most we will pay in any one occurrence for physical loss or damage to your Automated External Defibrillators is \$5,000, which is in addition to the Business Personal Property Limit of Insurance stated in the Declarations.

**C. Computer Equipment**

The following Coverage Extension is added:

1. If Business Personal Property is provided under this policy you may extend insurance to apply to your “computer(s)” for the following:
  - a. The Causes of Loss as respects this Coverage Extension is revised to include:
 

Loss or damage to Covered Property caused by or resulting from the necessary and reasonable expenses you actually incur to extract computer virus from Covered Property. Computer virus means intrusive codes or programs that are entered into your computer system and interrupt your data processing operation or cause loss to Covered Property.
  - b. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$10,000 as respects computer equipment and software at a described location.
  - c. The deductible provision as respects this Coverage Extension does not apply to loss or damage to surge protection devices, if there is no loss or damage to other Computer Equipment.
2. If Business Personal Property is provided under this policy you may extend insurance to apply to “portable computer equipment” located anywhere in the world including while in transit. The most we will pay for loss or damage to “portable computer equipment” in any one occurrence is \$10,000.
 

“Portable computer equipment” means any laptop, netbook, palmtop and similar portable computer equipment, personal digital assistants (PDAs), smart phones and accessories.

**D. Appurtenant Structures**

The following Coverage Extension is added:

1. You may extend the insurance that applies to Business Personal Property to apply to property located in garages, storage buildings or other appurtenant structures at the described premises.

The most we will pay in any one occurrence for direct physical loss or damage under this Extension is \$5,000 at each described premises.

Payments made under this Extension are in addition to the applicable Limit of Insurance.

**E. Newly Acquired or Constructed Property**

1. Paragraph **A.6.a.(1)** is amended as follows:

The most we will pay in Subparagraph **(1)** is increased from \$250,000 to \$500,000.

2. The following is added to Paragraph **A.6.a.**:

**(4) Business Income and Extra Expense**

You may extend the insurance that applies to Business Income and Extra Expense to apply to property any location you acquire by purchase or lease (other than at fairs or exhibitions).

The most we will pay in any one occurrence under this Extension is \$250,000.

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

**(b)** 60 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

**F. Off-Premises Utility Services**

The following Coverage Extension is added:

**1. Direct Damage**

The most we will pay in any one occurrence for loss of or damage to Covered Property, caused by the interruption of service to the described premises is \$25,000. The interruption must result from the direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **3.** below. This Limit of Insurance is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to Covered Property. However, this Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**2. Time Element**

The following applies only if Business Income or Extra Expense is covered under this policy:

The most we will pay in any one occurrence for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises is \$25,000. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph **3.** below. However, this Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**3. Utility Services**

- a. Water Supply Services, meaning the following types of property supplying water to the described premises:

- (1)** Pumping stations; and
- (2)** Water mains.

- b. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (1)** Communication transmission lines, including optic fiber transmission lines;
- (2)** Coaxial cables; or
- (3)** Microwave radio relays except satellites.

It does not include overhead transmission lines.

- c. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (1)** Utility generating plants;
- (2)** Switching stations;
- (3)** Substations;
- (4)** Transformers; and
- (5)** Transmission lines.

This does not include overhead transmission lines.

**G. Outdoor Property**

Paragraph **A.6.c., Outdoor Property**, is amended as follows:

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, 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;
- (5) Aircraft; or
- (6) Automobile

The most we will pay in any one occurrence for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage, including **II.A. Expanded Covered Perils for Fences** above.

**H. Personal Effects**

Paragraph **A.6.d., Personal Effects**, is amended as follows:

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or your 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 \$5,000 at each described location.

**I. Valuable Papers and Records**

Paragraph **A.6.e.(3)** is replaced by the following:

- (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 \$50,000.

For "valuable papers and records" not at the described premises, the most we will pay is \$15,000.

The Limits of Insurance shown above is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

**V. The following changes apply to SECTION I - PROPERTY, Paragraph G., Optional Coverages:****A. Employee Dishonesty**

The following is added to Paragraph **G.3., Employee Dishonesty**:

- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph **G.3.**, employee means:
  - (1) Any natural person:
    - (a) While in your service 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 to:
    - (a) Substitute for a permanent employee as defined in Paragraph (1) above, who is on leave; or
    - (b) Meet seasonal or short-term work load conditions;
  - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing form, 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;
- (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;
- (6) Any natural person, partnership or corporation you appoint in writing to act as your Property Management Agent while acting on your behalf or while in possession of Covered Property. These natural persons, partnerships or corporations are not covered for faithful performance of duty.

Each such agent and the partners, officers and employees of that agent are considered to be collectively one employee for the purpose of this insurance. However, **Employee Dishonesty Coverage** Paragraph **f.** applies individually to each of them.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character except as provided in Paragraph (6) above; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

Coverage provided under this endorsement does not increase the Limit of Insurance shown on the Schedule for this coverage.

#### **B. Money and Securities**

Paragraph **G.2.c.** is replaced by the following:

- c. The most we will pay for loss in any one occurrence is:
  - (1) \$25,000 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) \$25,000 for Outside the Premises for "money" and "securities" while anywhere else.

#### **C. Outdoor Signs**

Paragraph **G.1.d.** is replaced by the following:

- d. The most we will pay for loss or damage in any one occurrence is \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

### **VI. The following changes apply to SECTION II - LIABILITY:**

#### **A. Broadened Coverage For Damage To Premises Rented To You**

**Section II – Liability** is amended as follows:

- 1. The final paragraph of **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:
 

With respect to the premises shown in the Schedule of Locations which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".
- 2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following with respect to damage to the premises shown in the Schedule of Locations:
 

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is \$300,000.
- 3. Paragraph **D.3.** is deleted.

#### **B. Heating Or Air Conditioning Loss Reimbursement**

The following is added to Paragraph **A., Coverages**:

1. We will reimburse you for payments you make voluntarily or because of a demand for a per diem remuneration of rent from a tenant as a result of the complete loss of heat or air conditioning to a tenant's leased unit or apartment due to mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises.

The amount of such reimbursement is limited as described in Paragraph **A.5.** below. No other obligation or liability to pay sums or perform acts or services is covered.

2. This coverage applies only if:
  - a. The mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises occurred during the policy period; and
  - b. You have received a notarized notification of a demand for a per diem remuneration of rent from a tenant within 90 days after the mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises; or
  - c. You reasonably determine that a voluntary payment to the tenant is necessary to prevent "bodily injury" or "property damage".
3. We shall have no duty nor obligation to defend the Insured or perform acts or services.
4. This coverage does not apply to:
  - a. Expenses incurred by you to repair or replace the heating or air conditioning system at the described premises.
  - b. "Bodily injury", "property damage" and "personal and advertising injury".
5. The most we will reimburse you for the sum of all voluntary payments and demands for per diem reimbursement by tenants under the Heating Or Air Conditioning Loss Reimbursement is \$5,000 as the result of any one mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises and \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations.
6. The following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under Paragraph **E.**, **Liability And Medical Expenses General Conditions of Section II - Liability** for the Heating Or Air Conditioning Loss Reimbursement coverage.

**Duties In The Event Of A Heating Or Air Conditioning System Failure**

- a. You must notify us as soon as possible of a demand for remuneration from a tenant or of a payment you make voluntarily. The notice should include:
  - (1) A notarized letter from the tenant of the demand for remuneration;
  - (2) A written description by you of how, when and where the mechanical breakdown or electrical failure of the heating or air conditioning system occurred;
  - (3) The name and address of the affected tenant; and
  - (4) A cancelled check or money order written to the tenant.
- b. At our request, give us complete information as to:
  - (1) The cause of the mechanical breakdown or electrical failure of the heating or air conditioning system; and
  - (2) The actions you took to have the heating or air conditioning system repaired or replaced by a competent technician as soon as possible.
- c. Cooperate with us in the review of the reimbursement.

**C. Lock-Out Or Sale, Removal And Disposal**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out", or the sale, removal or disposal of "tenants' property" in the course of "sale and disposal operations". We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for acts or omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any act or omission and settle any claim or "suit" that may result. But:



- a. The amount we will pay for damages is limited as described in Paragraph 5. below.
- b. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Lock-Out or Sale, Removal And Disposal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under that Supplementary Payments provision.

- 2. This coverage applies only to an act or omission which takes place in the "coverage territory" and during the policy period.
- 3. This coverage does not apply to:
  - a. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  - b. Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- 4. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Lock-Out Or Sale, Removal And Disposal coverage.
- 5. The most we will pay for the sum of all damages because of all acts or omissions arising out of a "lock-out" or sale, removal or disposal of "tenants' property" under the Lock-Out Or Sale, Removal And Disposal coverage is \$5,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- 6. The following condition replaces the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under Paragraph E., **Liability And Medical Expenses General Conditions** of **Section II - Liability** for the Lock-Out Or Sale, Removal And Disposal Liability coverage:

**Duties In The Event Of Claim Or Suit As A Result Of A Lock-Out Or Sale, Removal Or Disposal Of Tenants' Property**

- a. You must see to it that we are notified as soon as possible of a "lock-out" or sale, removal or disposal of "tenants' property" which may result in a claim. To the extent possible, notice should include how, when and where the "lock-out" or sale, removal or disposal of "tenants' property" took place.
- b. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale, removal or disposal of "tenants' property", you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an action to which this insurance may apply.
- d. No Insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- 7. For coverage provided under this endorsement the following definitions are added to Paragraph F., **Liability And Medical Expenses Definitions** under **Section II Liability**:

- a. "Lock-out" means denying a tenant access to the "tenants' property" or the occupancy of an apartment the tenant is renting, leasing or otherwise occupying.
- b. "Sale and disposal operations" means all activities you conduct to reclaim an apartment or storage space when a tenant's rent is delinquent or unpaid.
- c. "Tenants' property" means tangible property having intrinsic value that belongs to your tenants other than money or securities.

#### D. Per Location Aggregate Limit of Insurance

The following is added to Paragraph **D.4.b.**, Liability And Medical Expenses Limits Of Insurance:

The aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each location owned by or rented to you. A separate aggregate will apply to each location at premises owned by or rented to you.

#### E. Tenants' Property Legal Liability

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies to a "tenant's property" (or the property of others for which the tenant is legally liable) only while the property is in your care, custody or control inside your leased unit, apartment or storage at the premises described in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - a. The amount we will pay for damages is limited as described in Paragraph **5.** below;
  - b. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance for this coverage; and
  - c. 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 the Tenants' Property Legal Liability coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under that Supplementary Payments provision.
2. This coverage applies to "property damage" only if:
  - a. The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - b. The "property damage" occurs during the policy period.
3. This coverage does not apply to:
  - a. "Property damage" to any land motor vehicle, trailer or semi-trailer stored by a tenant at the described premises.
  - b. The "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  - c. Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
  - d. Liability arising out of your "sale and disposal operations".
  - e. Any loss covered under **Section I - Property.**
4. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Tenants' Property Legal Liability Coverage.
5. The most we will pay for the sum of all damages under Tenants' Property Legal Liability because of "property damage" to "tenants' property" in any one "occurrence" is \$10,000. This limit applies separately to each premises described in the Declarations.

6. The Duties In The Event Of Occurrence, Offense, Claim or Suit Condition under the Paragraph **E., Liability And Medical Expenses General Conditions** of **Section II -Liability** applies to Tenants' Property Legal Liability.
7. For coverage provided under this endorsement the following definitions are added to Paragraph **F., Liability And Medical Expenses Definitions** under **Section II Liability**:
  - a. "Tenants' property" means tangible property having intrinsic value that belongs to your tenants other than money or securities.

# **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 at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, 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;
- 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, 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.
- 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

Risks of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

## 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 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.

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:
- (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 (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting 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) Extract "pollutants" from land or water; or
  - (b) 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 (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.

- (4) We will pay up to an additional \$10,000 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 \$10,000.

### (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	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 10,000

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 (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 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, unless a different limit is shown in the Declarations, for 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 the site at which the described premises are located.



With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
  - (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (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. 30 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 the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
  - (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (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 enforcement 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 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 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 repairs or replacement are 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 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 caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this 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, communication 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) 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; and
- (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

(7) 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.

**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.

**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 are 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.
- (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 are 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 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;
- (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; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

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 on or at each 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, 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.



**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. 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.

## 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 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 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.

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.

### 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 result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet rot or dry rot result 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 by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees 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 untenable, 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 cost of repair or replacement.

- (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 repairs or replacement are 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 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 non-payment 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 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.
- 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 Sign 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.

As respects the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supercedes 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. Travelers 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 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 non-negotiable 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 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.
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 attorney 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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

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

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, 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 the injury.

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

**f. Pollution**

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

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

This exclusion applies even if the claims 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 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 Limit 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 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 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 websites 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.

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";
- (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.

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;

- 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 websites, only that part of a website 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" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at 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 damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2)** The providing of or failure to provide warnings or instructions.

- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

### **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 conceal or misrepresent 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 by attachment of an endorsement.
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.

## **BUSINESSOWNERS COVERAGE FORM INDEX**

This index is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy (including endorsements) must be read in its entirety. The features may also be affected by related provisions not referenced at all in the index, or noted elsewhere in it. For instance, an **Exclusion** feature addresses a specific policy exclusion; but restrictions of coverage and exclusions also appear within the areas where coverage, covered causes of loss, etc., are described.

<b>Businessowners Coverage Feature</b>	<b>Page Number</b>	<b>Businessowners Coverage Feature</b>	<b>Page Number</b>
Abandonment Property Loss Condition	21	Business Liability Coverage	31-33
Accounts Receivable Coverage Extension	14	Business Personal Property Coverage	1
Accounts Receivable Exclusion	20	Business Personal Property Limit – Seasonal Increase (Limit Of Insurance)	20-21
Acts Or Decisions Exclusion	19	Cancellation Condition	46-47
Additional Coverages	3-12	Certain Computer-related Losses Exclusion	16-17
Additional Exclusion – Loss Or Damage To Products Exclusion	19	Changes Condition	47
"Advertisement" Definition	43	Changes In Or Extremes Of Temperature Exclusion	18
Aggregate Limits (Liability And Medical Expenses Limits Of Insurance)	42	Civil Authority Additional Coverage	7-8
Aircraft, Auto Or Watercraft Exclusion	35-36	Collapse Additional Coverage	4-5
Appraisal Property Loss Condition	21	Collapse Exclusion	18
"Auto" Definition	43	"Computer" Definition	29
Bankruptcy General Condition	42	Concealment, Misrepresentation Or Fraud Condition	47
"Bodily Injury" Definition	43	Consequential Losses Exclusion	17
Building Coverage	1	Continuous Or Repeated Seepage Or Leakage Of Water Exclusion	19
Building Limit – Automatic Increase (Limits Of Insurance)	20-21	Contractual Liability Exclusion	33
Business Income Additional Coverage	5-7	Control Of Property General Condition	25
Business Income And Extra Expense Exclusions	19-20	"Counterfeit Money" Definition	29
Business Income From Dependent Properties Additional Coverage	9-10	Coverage Extension – Supplementary Payments (Business Liability Coverage)	32-33

<b>Businessowners Coverage Feature</b>	<b>Page Number</b>	<b>Businessowners Coverage Feature</b>	<b>Page Number</b>
Coverage Extensions – Section I – Property	13-14	Equipment Breakdown Protection Optional Coverage	28-29
"Coverage Territory" Definition	43	Errors Or Omissions Exclusion	19
Covered Causes Of Loss	2	Examination Of Your Books And Records Condition	47
Covered Property	1	Exclusions – Section I – Property	15-20
Damage To Impaired Property Or Property Not Physically Injured Exclusion	37	Exclusions – Section II – Liability	33-40
Damage To Property Exclusion	37	"Executive Officer" Definition	43
Damage To Your Product Exclusion	37	Expected Or Intended Injury Exclusion	33
Damage To Your Work Exclusion	37	Exposed Property Exclusion	18
Dampness Or Dryness Of Atmosphere Exclusion	18	Extended Business Income Coverage (Business Income Additional Coverage)	6-7
Debris Removal Additional Coverage	3-4	Extra Expense Additional Coverage	7
Deductibles	21	False Pretense Exclusion	18
Dishonesty Exclusion	18	Fire Department Service Charge Additional Coverage	4
Duties In The Event Of Loss Or Damage Property Loss Condition	21-22	Fire Extinguisher Systems Recharge Expense Additional Coverage	10
Duties In The Event Of Occurrence, Offense, Claim Or Suit General Condition	42	Forgery Or Alteration Additional Coverage	8
Earth Movement Exclusion	15	Frozen Plumbing Exclusion	17
Electrical Apparatus Exclusion	17	"Fungi" Definition	29
Electrical Disturbance Exclusion	19	"Fungi", Wet Rot Or Dry Rot Exclusion	17
Electronic Data Additional Coverage	10-11	Glass Expenses Additional Coverage	10
"Electronic Data" Definition	29	Governmental Action Exclusion	15
Electronic Data Exclusion	38	"Hostile Fire" Definition	43
"Employee" Definition	43	"Impaired Property" Definition	43
Employee Dishonesty Optional Coverage	27-28	Increased Cost Of Construction Additional Coverage	8-9
Employer's Liability Exclusion	34	Inspections And Surveys Condition	47

<b>Businessowners Coverage Feature</b>	<b>Page Number</b>	<b>Businessowners Coverage Feature</b>	<b>Page Number</b>
Insurance Under Two Or More Coverages Condition	47	Money And Securities Optional Coverage	26-27
"Insured Contract" Definition	43-44	"Money" Definition	30
Installation, Testing, Repair Exclusion	19	Money Orders And "Counterfeit Money" Additional Coverage	8
Interruption Of Computer Operations Additional Coverage	11-12	Mortgageholders Property General Condition	25-26
"Leased Worker" Definition	44	Neglect Exclusion	18
Legal Action Against Us General Condition Section II – Liability	42-43	Negligent Work Exclusion	19
Legal Action Against Us Property Loss Condition – Section I – Property	22	Nesting Or Infestation Exclusion	18
Liability And Medical Expenses Definitions	43-46	Newly Acquired Or Constructed Property Coverage Extension	13
Liability And Medical Expenses General Conditions	42-43	No Benefit To Bailee Property General Condition	26
Liability And Medical Expenses Limits Of Insurance	41-42	Nuclear Energy Liability Exclusion	39-40
Liberalization Condition	48	Nuclear Hazard Exclusion	15
Limitations	2-3	"Occurrence" Definition	45
Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage	12	"Operations" Definition	30
Limits Of Insurance – Section I – Property	20-21	Optional Coverages	26-29
Liquor Liability Exclusion	33-34	Ordinance Or Law Exclusion	15
"Loading Or Unloading" Definition	44	Other Insurance Condition	48
Loss Payment Property Loss Condition	22-24	Other Types Of Loss Exclusion	18-19
"Manager" Definition	29	Outdoor Property Coverage Extension	13
Marring Or Scratching Exclusion	18	Outdoor Signs Optional Coverage	26
Mechanical Breakdown Exclusion	18	"Period Of Restoration" Definition	30
Medical Expenses Coverage	31-33	"Personal And Advertising Injury" Definition	45
Medical Expenses Exclusions	39-40	Personal And Advertising Injury Exclusion	37-38
"Member" Definition	29	Personal Effects Coverage Extension	14
"Mobile Equipment" Definition	44-45	Personal Property Off-premises Coverage Extension	13
Mobile Equipment Exclusion	36	Policy Period, Coverage Territory Property General Condition	26

<b>Businessowners Coverage Feature</b>	<b>Page Number</b>	<b>Businessowners Coverage Feature</b>	<b>Page Number</b>
Pollutant Clean-up And Removal Additional Coverage	7	Separation Of Insureds General Condition	43
"Pollutants" Definition – Section I – Property	30	Settling, Cracking, Shrinking Or Expansion Exclusion	18
"Pollutants" Definition – Section II – Liability	45	Smog Exclusion	18
Pollution Exclusion – Section I – Property	18	Smoke, Vapor, Gas Exclusion	17
Pollution Exclusion – Section II – Liability	34-35	"Specified Causes Of Loss" Definition	30
Premium Audit Condition	48	Steam Apparatus Exclusion	17
Premiums Condition	48	"Stock" Definition	30
Preservation Of Property Additional Coverage	4	"Suit" Definition	46
"Products-completed Operations Hazard" Definition	45	"Temporary Worker" Definition	46
Professional Services Exclusion	36-37	Transfer Of Rights Of Recovery Against Others To Us Condition	48-49
"Property Damage" Definition	45-46	Transfer Of Your Rights And Duties Under This Policy Condition	49
Property Definitions	29-30	Utility Services Exclusion	15-16
Property General Conditions	25-26	Vacancy Property Loss Condition	25
Property Loss Conditions	21-25	Valuable Papers And Records Coverage Extension	14
Property Not Covered	2	"Valuable Papers And Records" Definition	30
Recall Of Products, Work Or Impaired Property Exclusion	37	Violation Of Customer Protection Statutes Exclusion	39
Recovered Property Loss Condition	24	Virus Or Bacteria Exclusion	17
Resumption Of Operations Property Loss Condition	24	"Volunteer Worker" Definition	46
Rust Or Other Corrosion Exclusion	18	War And Military Action Exclusion	16
Section I – Property	1-30	War Exclusion	36
Section II – Liability	31-46	Water Damage, Other Liquids, Powder Or Molten Material Damage Additional Coverage	5
Section III – Common Policy Conditions	46-49	Water Exclusion	16
"Securities" Definition	30	Wear And Tear Exclusion	18



<b>Businessowners Coverage Feature</b>	<b>Page Number</b>	<b>Businessowners Coverage Feature</b>	<b>Page Number</b>
Weather Conditions Exclusion	19	"Your Product" Definition	46
Who Is An Insured	40-41	"Your Work" Definition	46
Workers' Compensation And Similar Laws Exclusion	34		

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

## **OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

With regard to **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)** Paragraph **H.1. Other Insurance** is replaced by the following:

#### **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.

Nothing contained herein varies, alters, or extends any provision of your policy except as provided in this endorsement.

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

## **LEAD LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusions are added to this policy and apply to all buildings covered under this policy that were built prior to 1980 (in Maryland 1979) and have not been certified lead-free by the appropriate State Agency:

The following is added to **SECTION II – LIABILITY** Paragraph **B. Exclusions** of the BUSINESSOWNERS COVERAGE FORM and **SECTION I – COVERAGES** Paragraph **2. Exclusions** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

This insurance does not apply to:

1. Actual or alleged “bodily injury” arising out of the ingestion, inhalation or absorption of lead in any form;
2. Actual or alleged “property damage” (or “personal and advertising injury”, if provided by this policy) arising out of any form of lead;
3. Any loss, cost or expense arising out of any request, demand or order that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of lead; or
4. Any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of lead.

Nothing contained here varies, alters, or extends any provision of the policy except as provided in this endorsement.

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**EXCLUSION – TANNING BEDS AND TANNING BED OPERATIONS**

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:**

**1. Applicable to Business Liability Coverage**

This insurance does not apply to:

“Bodily injury,” “property damage,” “personal and advertising injury,” or professional liability arising out of the ownership, maintenance or use of any tanning booth, tanning bed, tanning equipment or tanning device or the rendering or failure to render any professional services in connection with any tanning device.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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

**PUNITIVE DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM  
COMMERCIAL PACKAGE POLICY:  
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS  
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PARTS  
OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PARTS  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
STOP-GAP EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

The following exclusion is added to the Liability Coverage section(s):

This insurance does not apply to sums awarded for punitive or exemplary damages. These include damages which may be imposed to punish a wrongdoer or deter others from similar conduct. Except that if a "suit" shall have been brought against any insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action without liability, however, for such punitive or exemplary damages.

Nothing contained here varies, alters, or extends any provision of the policy except as provided in this endorsement.

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## **EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

These coverages apply to all locations covered on the policy, unless otherwise specified.

The following is added to **A.5. Additional Coverages** in **SECTION I – PROPERTY** of the Businessowners Coverage Form:

#### **Equipment Breakdown**

(1) We will pay for loss caused by or resulting from an “accident” to “covered equipment”. As used in this Additional Coverage, an “accident” means direct physical loss as follows:

- (a) mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

If an initial “accident” causes other “accidents”, all will be considered one “accident”. All “accidents” that are the result of the same event will be considered one “accident”.

(2) The following coverages also apply to loss caused by or resulting from an “accident” to “covered equipment”. These coverages do not provide additional amounts of insurance.

(a) **Expediting Expenses**

With respect to your damaged Covered Property, we will pay, up to \$25,000, the reasonable extra cost to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or permanent replacement.

(b) **Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a “hazardous substance”. This includes the additional costs to clean up or dispose of such property.

Additional costs mean those beyond what would have been required had no “hazardous substance” been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Spoilage coverage, is \$25,000.

(c) **Spoilage**

- (i) We will pay for your loss of “perishable goods” due to spoilage.
- (ii) We will also pay for your loss of “perishable goods” due to contamination from the release of refrigerant, including but not limited to ammonia.
- (iii) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

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- (iv) 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”, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.

The most we will pay for loss or damage under this coverage is \$25,000.

(d) Data Restoration

We will pay for your cost to research, replace and restore data, including programs and operating systems, that is lost or corrupted due to an “accident”. The most we will pay for loss or damage under this coverage, is \$25,000.

(e) CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional cost to do the least expensive of the following:

- (i) Repair the damaged property and replace any lost CFC refrigerant;
- (ii) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (iii) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Spoilage coverage, is \$25,000.

(f) Service Interruption

The insurance provided for Business Income, Extra Expense and Spoilage is extended to apply to loss caused by or resulting from an “accident” to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

(3) Exclusions

- (a) With respect to coverage provided in this Additional Coverage, all exclusions and limitations apply except:

- (i) Exclusions **B.2.a.**, **B.2.d.** and **B.2.I.(6)**;
- (ii) Limitations **A.4.a.(1)** and **A.4.a.(2)**.

- (b) With respect to coverage provided in this Additional Coverage, the exclusions are modified as follows:

- (i) The following is added to Exclusion **B.1.g.(1)**:

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.

- (ii) 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 **B.2.I.(1)** through **B.2.I.(7)** results in an “accident”, we will pay for the loss or damage caused by that “accident”.

- (c) With respect to coverage provided in this Additional Coverage, the exclusions are modified as follows if **BP 10 09 Named Perils** is attached to the policy:

- (i) paragraph **E.1.B. Exclusions**, **B.2.a**, **B.2.d.** and **B.2.e.** do not apply.
- (ii) We will not pay under this endorsement for loss or damage caused by or resulting from depletion, deterioration, corrosion erosion, wear and tear, or other gradually developing conditions. But if loss or damage from an “accident” results, we will pay for that resulting loss or damage.

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- (d) We will not pay under this endorsement for loss or damage caused by or resulting from:
- (i) your failure to use all reasonable means to protect the “perishable goods” from damage following an “accident”; or
  - (ii) any defect, virus, loss of data or other situation within “electronic media and records”. But if loss or damage from an “accident” results, we will pay for that resulting loss or damage; or
  - (iii) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - (iv) an insulation breakdown test of any type of electrical equipment; or
- (e) With respect to Service Interruption coverage and Spoilage coverage, we will also not pay for loss or damage caused by or resulting from: fire; lightning; windstorm or hail; explosion (except for steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing or collapse.
- (f) With respect to Service Interruption coverage and Business Income and Extra Expense coverages, we will also not pay for delay in resuming operations due to the need to reconstruct or reinput data or programs on “electronic media and records”.

**(4) Conditions**

**(a) Suspension**

When any “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” to that “covered equipment”. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the 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. 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.

**(c) Environmental, Safety and Efficiency Improvements**

If “covered equipment” requires replacement due to an “accident”, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

**(5) Definitions**

- (a)** With respect to the coverage provided by this endorsement, paragraph **H. Property Definitions** is amended as follows:

Paragraph **H.1.** is deleted and replaced with the following:

“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.

- (b)** The following definitions are added to paragraph **H. Property Definitions** as follows:

- 1.** “Covered equipment” means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

However, none of the following is “covered equipment”:

- a.** structure, foundation, cabinet, compartment or air supported structure or building;
- b.** insulating or refractory material;

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- c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  - d. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - e. vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel;
  - f. dragline, excavation or construction equipment; or
  - g. equipment manufactured by you for sale.
2. "Hazardous substance" means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.
  3. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

The most we will pay for loss or damage under this endorsement is the applicable Limit of Insurance shown in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

**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**

<b>SCHEDULE – PART I</b>			
<b>Terrorism Premium (Certified Acts)</b>			
Additional information, if any, concerning the terrorism premium:			
<b>SCHEDULE – PART II</b>			
<b>Federal share of terrorism losses</b>	<b>85%</b>	<b>Year:</b>	<b>2015</b>
<b>Federal share of terrorism losses</b>	<b>84%</b>	<b>Year:</b>	<b>2016</b>
<b>Federal share of terrorism losses</b>	<b>83%</b>	<b>Year:</b>	<b>2017</b>
<b>Federal share of terrorism losses</b>	<b>82%</b>	<b>Year:</b>	<b>2018</b>
<b>Federal share of terrorism losses</b>	<b>81%</b>	<b>Year:</b>	<b>2019</b>
<b>Federal share of terrorism losses</b>	<b>80%</b>	<b>Year:</b>	<b>2020</b>
(Refer to Paragraph <b>B.</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****DEBRIS REMOVAL COVERAGE AND  
GUARANTEED REPLACEMENT COST – BUILDING(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SECTION I – PROPERTY A. Coverage Paragraph A.5 Debris Removal** is replaced by the following:

**5. Additional Coverages****a. Debris Removal**

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting 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) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:  
The most we will pay for debris removal expense is 35% 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, capped at 35% of the Limit of Insurance shown in the Declarations for the covered property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or more 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 35% 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, or
  - (c) The actual debris removal expense exceeds 35% of the Limit of Insurance for the Covered Property sustaining the loss.

Therefore, if Paragraphs (4)(a), (4)(b) and/or (4)(c) apply, our total payment for debris removal expense may reach 35 % of the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

**(5) Examples****Example #1 Loss is within Limit of Insurance**

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 35% of the sum of the loss payable plus the deductible and less than 35% of the Limit of Insurance on the Covered Property. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example #2 Loss is more than the Limit of Insurance**

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	100,000
Amount of Loss Payable	\$	99,500
		(\$100,000 – \$500)
Debris Removal Expense	\$	40,000
Debris Removal Expense Payable		
Basic Amount	\$	31,500
Additional Amount	\$	8,500

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$100,000 (\$99,500 + \$500) x .35 = \$35,000; capped at \$31,500). The cap applies because the amount payable for Debris Removal cannot exceed 35% of the Limit of Insurance for the Covered Property sustaining the loss.

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 35% of the loss payable and exceeds 35% of the Limit of Insurance on the Covered Property sustaining the loss. The additional amount of covered debris removal expense is \$8,500 payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$40,000.

**Example #3 Loss is more than the Limit of Insurance**

Limit of Insurance	\$	200,000
Amount of Deductible	\$	1,000
Amount of Loss	\$	210,000
Amount of Loss Payable	\$	209,000
		(\$210,000 – \$1,000)
Debris Removal Expense	\$	90,000
Debris Removal Expense Payable		
Basic Amount	\$	70,000
Additional Amount	\$	10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$210,000 (\$209,000 + \$1000) x .35 = \$73,500; capped at \$70,000). The cap applies because the Debris Removal Expense exceeds 35% of the Amount of Loss and exceeds 35% of the Limit of Insurance for the Covered Property sustaining the loss.

The additional amount payable for Debris Removal Expense is provided in accordance with the terms of Paragraph (4), because the Debris Removal Expense (\$90,000) exceeds 35% of the loss payable and exceeds 35% of the Limit of Insurance on the Covered Property sustaining the loss. The additional amount of covered debris removal expense is \$10,000 payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$80,000; \$10,000 of the Debris Removal Expense is not covered.

**SECTION I – With regard to SECTION I PROPERTY A. Coverage 1.Covered Property Paragraph a. Buildings PROPERTY LOSS CONDITIONS Paragraph E.5. Loss Payment** is replaced by the following:

**5. Loss Payment Guaranteed Replacement Cost – Building(s)**

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 comparable material and quality, subject to Paragraph **d.(1)(d)** 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 **(3) and (4)** below, we will determine the value of Covered Property as follows:
    - (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(s) and without deduction for depreciation, but no more than the least of the following amounts.:
        - (i) 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
        - (ii) 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) 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.
  - (c) 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 repairs or replacement are 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)** above whether or not the actual repair or replacement is complete.
  - (d) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- (2) You must insure the covered property for 100% of the replacement cost as determined by us. This Limit of Insurance will be adjusted at least once a year to reflect the current replacement cost of the buildings. Any adjustments will be charged for at the rate in effect at the time the policy was issued.

- (3) You must report to us any additions or improvements to the covered property over \$50,000 which you make during the policy period. If such additions or improvements are not reported within 30 days of completion of construction, we will only pay a portion of the otherwise payable loss on such additions or improvements. That portion shall be determined by dividing the Limit of Insurance on the Declarations by the sum of the same Limit of Insurance and the "replacement cost" of the addition or improvement.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- f. 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.

The following definition has been added to Paragraph **H. Property Definitions**:

**"replacement cost"**

"replacement cost" means the amount which it would cost to repair, rebuild or replace the damaged building with common construction materials and methods which are equivalent and if available in the same architectural style as obsolete, antique or custom construction materials and methods used in the original construction.

Nothing contained herein varies, alters, or extends any provision of your policy except as provided in this endorsement.

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

## **CAPSURE COMMUNITY ASSOCIATION COVERAGE**

This endorsement modifies insurance provided under the:

### **BUSINESSOWNERS COVERAGE FORM.**

#### **A. Section I – Property is amended as follows:**

1. 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:
      - (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; and
      - (c) Partition walls within the units.

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.

2. 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 building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:
    - (1) Personal property owned by you or owned indivisibly by all unit-owners;



- (2) Your interest in the labor, materials, or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for 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)**.

3. The following is added to the **Property Loss Conditions** in **Section I – Property**:

a. The following is added to Paragraph **5. Loss Payment**:

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.

b. The following is added to the **Property Loss Conditions** in **Section I – Property**:

**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.

**B. Section II - Liability**

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

- 3. The developer or builder is an insured in their capacity as a unit-owner, but only with respect to their liability arising out of:
  - a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer or builder; or
  - b. The developer's or builder's membership in the association.  
However, the insurance afforded with respect to the developer or builder does not apply to their liability for acts or omissions as a developer or a builder.
- 4. Each other unit-owner of the described condominium is an insured, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

**C. The following is added to Paragraph K. Transfer of Rights of Recovery Against Others To Us in Section III – Common Policy Conditions:**

3. We waive our rights to recover payment against:

- a. Any unit-owner and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our rights to recover from a developer or builder damages for which they may be held liable in their capacity as a developer or builder.

Nothing contained here varies, alters, or extends any provision of this policy except as provided in this endorsement.

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

## **REAL ESTATE DEVELOPMENT AND CONSTRUCTION ACTIVITIES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

- A. This insurance does not apply to “bodily injury” or “property damage” arising out of:
  - 1. the design, site preparation or construction of any real property; or
  - 2. the failure to adequately maintain, repair or replace a portion of a residential building prior to the initial occupancy of that portion of a building by a residential unit-owner or residential tenant.
  
- B. This exclusion does not apply to “bodily injury” or “property damage” arising out of an insured’s failure to adequately maintain, repair or replace a portion of a building after the initial occupancy of that portion of a building by a residential unit-owner or residential tenant.
  
- C. Regarding a building that is rehabilitated by the replacement of the majority of the mechanical systems and interior walls within that building, the word initial in paragraphs A.2. and B. refers to occupancy after that rehabilitation.

Nothing contained here varies, alters, or extends any provision of this policy except as provided in this endorsement.

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

**EMPLOYEE DISHONESTY COVERAGE FOR DESIGNATED  
COMMUNITY ASSOCIATION OFFICERS AND DIRECTORS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM  
WORLDS APART ADVANTAGE ENDORSEMENT**

For purposes of **Employee Dishonesty** Coverage your association officers and directors will be considered employees whether or not they are compensated.

Nothing contained here varies, alters, or extends any provision of this policy except as provided in this endorsement.

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

## ORDINANCE OR LAW COVERAGE – BLANKET LIMIT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE\*

<b>Blanket limit</b>	
<b>Coverage 1</b>	<b>Coverages 2 And 3 Combined Limit Of Insurance</b>
<b>Included</b>	<b>\$250,000</b>
Business Income And Extra Expense Optional Coverage	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Number Of Hours**** Waiting Period For	Period of Restoration                      hours
*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.	
****Applicable to Business Income and Extra Expense Optional Coverage.	

**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 above Schedule and then only with respect to the building identified for the Coverage(s) in the Location And Building Schedule.

**B. Application Of Coverage(s)**

The Coverage(s) provided by this endorsement apply 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 premise; 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. a.** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

3. In the situation described in **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 enforcement of 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 this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

#### 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 enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

- a. 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.
- b. If the covered building is subject to Guaranteed Replacement Cost loss settlement as shown in the Declaration, then paragraph a. above does not apply.

##### 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 enforcement of 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 enforcement of the minimum requirements 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. The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Blanket Combined Limit of Insurance shown for Coverages **2** and **3** in the Schedule above. 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 repairs or replacement are 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
  - 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 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 Schedule 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 the enforcement of 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 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 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 Schedule of the endorsement; 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.**

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES WITH SPECIAL EVENTS EXCEPTION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

#### **SCHEDULE**

**Premises:**

**SEE SCHEDULE OF LOCATIONS**

The following is added to **Section II - Liability**:

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury", and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises.

This limitation does not apply to a "special event" sponsored or organized in whole or in part by the insured held on a premises not owned or operated by the insured.

"Special event" means a specific function or activity and covers a period of no more than one day.

However, in regard to a "special event" held on a premises not owned or operated by the insured, this insurance does not apply to:

1. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or athletic exhibition; or
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. The ownership, maintenance, operation, use or entrustment to others of any:
    - (1) Mechanically operated amusement devices;
    - (2) Aircraft and similar devices including but not limited to balloons, parasails, parachutes, hang gliders and ultralights; or
    - (3) Trampoline, gymnastic rebounding devices and bounce houses;
  - b. Fireworks displays;
  - c. Rock band concerts, whether conducted or sponsored, in whole or in part;
  - d. Animal-related activities;
  - e. Auto, motorcycle or boat races or events;
  - f. Biking events;
  - g. Bungee jumping;
  - h. Rock climbing;
  - i. Water-related activities;
  - j. Construction activities;
  - k. Demonstrations, strikes, protests or rallies;
  - l. Traffic control, road closures, route lay-out or planning; or
  - m. Provision or arrangement of transportation including any contract to furnish transportation.

Any newly acquired or constructed buildings covered under Section I Property, Paragraph A.6.a.(1) will be treated as a premises shown in the Schedule for purposes of this endorsement, for the same period of coverage as the Property coverage for those buildings provided under Paragraph A.6.a.(1).

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

## TENNESSEE CHANGES

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**Section III – Common Policy Conditions** is amended as follows:

**A. Paragraph A. Cancellation** is amended as follows:

1. Paragraph **2.a.** does not apply.
2. Paragraph **5.** is replaced by the following:
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- a. We cancel; or
- b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

3. The following paragraph is added:

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

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

- a. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

- b. Your conviction of a crime increasing any hazard insured against;
- c. Discovery of fraud or material misrepresentation on the part of either of the following:
  - (1) You or your representative in obtaining this insurance; or
  - (2) You in pursuing a claim under this policy;
- d. Failure to comply with written loss control recommendations;
- e. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
- f. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
- g. Your violation or breach of any policy terms or conditions; or
- h. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

**B. The following is added to Paragraph I. Premiums:**

5. Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

D. The following paragraph is added:

**M. Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
  - a. We have offered to issue a renewal policy; or

- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

**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

### SCHEDULE

Coverage	Additional Premium
<b>A. Hired Auto Liability</b>	<b>\$ Included</b>
<b>B. Non-owned Auto Liability</b>	<b>\$ Included</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.
- 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.**

## **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.**

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following applies to Section II – Liability and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b)** The negligent:
  - (i)** Employment;

- (ii)** Investigation;
- (iii)** Supervision;
- (iv)** Reporting to the proper authorities, or failure to so report; or
- (v)** Retention;  
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

**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 an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

**C.** The most we will pay in any one occurrence at a covered building for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Water Backup and Sump Overflow Limit of Insurance shown for that building in the Location and Building Schedule of this policy.

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 Water Backup and Sump Overflow Business Income per occurrence Limit of Insurance shown in the Location and Building Schedule.

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 exclusion:

#### **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; or
3. Water under the ground surface pressing on, or flowing or seeping through:

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

- 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.



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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added:

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

**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

**SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph <b>B.2.</b> ) applies to property located in the following state(s):
Arizona, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Washington, West Virginia, Wisconsin
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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 Schedule of this endorsement.

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 INVOLVING  
NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<p>The <b>Exception Covering Certain Fire Losses</b> (Paragraph <b>B.2.</b>) applies to property located in the following state(s):</p> <p>Arizona, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Washington, West Virginia, Wisconsin</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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**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.

**2. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

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.

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.

#### 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.**

## **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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

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

1. This insurance does not apply to "bodily injury",  
"property damage" or "personal and advertising  
injury" arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction, or  
inadequacy of:

(1) Any of the following, whether belonging  
to any insured or to others:

(a) Computer hardware, including mi-  
croprocessors or other Electronic  
Data Processing Equipment as may  
be described elsewhere in the policy;

(b) Computer application software or  
other Electronic Media and Records  
as may be described elsewhere in  
the policy;

(c) Computer operating systems and  
related software;

(d) Computer networks;

(e) Microprocessors (computer chips)  
not part of any computer system; or

(f) Any other computerized or electronic  
equipment or components; or

(2) Any other products and any services,  
data or functions that directly or indi-  
rectly use or rely upon, in any manner,  
any of the items listed in Paragraph  
**1.a.(1)** of this endorsement

due to the inability to correctly recognize,  
process, distinguish, interpret or accept the  
year 2000 and beyond.

b. Any advice, consultation, design, evalua-  
tion, inspection, installation, maintenance,  
repair, replacement or supervision provided  
or done by you or for you to determine, rec-  
tify or test for, any potential or actual prob-  
lems described in Paragraph **1.a.** of this  
endorsement.



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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH LIMITED  
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**A. Exclusion B.1.q. of Section II – Liability** 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.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or 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.

**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.