



SELECTIVE[®]

POLICY DOCUMENT

S 2166184

INSURED'S COPY

NOTICE TO POLICYHOLDERS

We are here to serve you

As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied

Should you feel you are not being treated fairly, we want you to know you may contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct

Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461
In the Indianapolis Area: 1-317-232-2395

Facts

Regarding

Premium

Audits

To Our Policyholder:

Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy. **Please note that only those policies containing one or more class codes that are rated on an auditable premium basis (such as payroll, receipts/sales, total cost or admissions), are subject to a premium audit.**

Insurance Costs can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using **your records**. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

For Businesses Other Than Contractors:

1. The basis of premium used to determine your policy premium may be payroll, receipts or sales, total cost or admissions. These are defined as follows:

A. Payroll:

The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees (b) salesmen who are away from the premises (c) drivers. Remuneration *excludes* tips.

B. Receipts/Sales:

The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.

C. Total cost

Total cost of all work let or sublet in connection with each specific project including (a) cost of all labor materials & equipment (b) all fees, bonuses & commissions.

D. Admissions:

The total number of persons, other than employees, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e., Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab operators and others in this category, **please inform your agent immediately.**
3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

Considerations For Contractors

1. Most Workers~ Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers~ compensation insurance to employees of sub-contractors, except for any subcontractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a {Certificate of Insurance} with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.
2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.

Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.

3. General Liability-Drivers~ payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.
4. Products and Completed Operations Coverage under General Liability-Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing-appliances and fixtures). Again, one can see the importance of record keeping

This flier provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

We recommend that you examine, in detail, any policy offered to you.

For more information, contact your local Selective agent.

CLAIMS REFERENCE

IN CASE OF CLAIM — FOLLOW THESE INSTRUCTIONS

IF NOTICE OF SUIT OR INCIDENT IS RECEIVED:

- Do **NOT** assume or admit responsibility
- Do **NOT** reveal your policy's limits of liability
- Document your file with reports of all employees/officials involvement
- Make **NO** statement to anyone except your legal counsel or insurance company representative.

IMMEDIATELY REPORT ALL SUMMONS AND CLAIMS TO:

YOUR LOCAL SELECTIVE INSURANCE AGENT

OR

SELECTIVE SERVICE CENTER
P. O. Box 13325
RICHMOND, VA
TELEPHONE NUMBER 1-866-455-9969

BE PREPARED TO INCLUDE WITH YOUR REPORT:

- Your policy number
- Insured Name
- Insured Address
- Name of Department involved
- Name and phone number of official to be contacted
- The date the official summons or notice of claim was received and the method by which the document was received, by mail or personal service.

SELECTIVE GROUP OF INSURANCE COMPANIES
40 WANTAGE AVENUE
BRANCHVILLE, NJ 07890
TELEPHONE NUMBER (800)-777-9656

KEEP THIS FORM WITH YOUR POLICY

IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents ("Agent" or "Agents"). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and
- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent's overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.
- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
 - **Profitability**, which we determine by comparing losses and expenses to premium;
 - **Volume**, which is the amount of premium written with us;
 - **Growth and Retention**, which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
 - **Annual Plan Performance**, which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.
- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.
- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.

- **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.
- **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.

IMPORTANT NOTICE TO POLICYHOLDERS EQUIPMENT BREAKDOWN COVERAGE JURISDICTIONAL INSPECTION SERVICE

This notice is an advisory notice and is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy. If there is any conflict between your policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Selective Insurance policy includes equipment breakdown coverage. The Hartford Steam Boiler Inspection and Insurance Company (HSB) is an equipment specialist working with Selective Insurance to provide equipment related inspection services. Our combined goal is to provide the highest quality insurance program and services that will help you protect your equipment and your business.

There may be laws or regulations in your city, county or state that require periodic boiler inspections. The scope of the laws may also include air conditioning systems, refrigeration systems and pressure vessels. Most Jurisdictional Authorities charge a fee for both the inspection and the certificate. HSB will perform the inspection for you at no cost as an integral part of your insurance program. The certificate fee or any fine levied by the Jurisdiction for not complying with the laws or regulations, is not a part of this service.

If you answer yes to any of the following questions, you may require a certificate inspection. Contact the HSB Inspection Hotline and the customer service representative will assist you.

- Does my location contain any heating or process boilers?
- Does my location have any large hot water heaters (200,000+ btu/hr)?
- Does my location contain any pressure vessels (air tanks, hot water storage tanks)?
- Does my location have a central air conditioning system?

HSB INSPECTION HOTLINE

Telephone: 1-800-333-4677

Fax: 1-484-582-1811

E-mail: NSCINSP_HOTLINE@hsb.com

Please provide the following information:

- Policy Number
- Insured Name
- Location Name and Address
- Contact Name and Phone Number

PRAESIDIUM

WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency**: How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration**: What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision**: Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship**: What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

FOUR ELEMENTS FOR A THOROUGH BUT COST EFFECTIVE BACKGROUND CHECK:

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

BACKGROUND SCREENING FOR SELECTIVE INSURED'S

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium's team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium's team can also help you understand who to screen, how often, and the importance of re-screening.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	A LA CARTE
	STARTING AT \$16	STARTING AT \$16	STARTING AT \$16	STARTING AT \$37	INDIVIDUAL COST PER SERVICE
Employment Credit (\$60 one-time set up fee required)				X	\$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	\$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	\$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	\$ 5.50
County Civil Records Search (upper): 1 County*				X	\$11.00
Motor Vehicle Records Search*					\$ 5.00
Employment Verification: 1 Position*					\$ 8.00
Education Verification: 1 Degree*					\$ 7.00
Personal Reference: 1 Reference					\$11.00
Professional Reference: 1 Reference					\$12.00
International Criminal Search 1 Jurisdiction*					\$50.00

* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

** Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

IMPORTANT NOTICE TO POLICYHOLDERS

COMMERCIAL PROPERTY INSURANCE TO VALUE

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

REGARDING BUILDING INSURANCE TO VALUE

The replacement cost for building(s) insured on this policy is an estimated replacement cost based on general information about your building(s). It is developed from models that use estimated cost of construction materials and estimated labor rates for like buildings in the area. The actual cost to replace your building(s) may be significantly different. Selective Insurance does not guarantee that this figure will represent the actual cost to replace your building(s). You are responsible for selecting the appropriate amount of coverage and you may obtain your own insurance replacement cost appraisal. Additional information you obtain on the replacement cost of your building(s) can further assist you in making a more informed decision about the true value of your building(s). Selective Insurance will consider and accept, if reasonable, your appraisal. Any higher coverage amounts selected will result in higher premiums. You may contact your insurance agent to assist you in obtaining your own insurance replacement cost appraisal or contact one of the numerous companies providing insurance replacement cost appraisals for commercial buildings.

REGARDING BUSINESS PERSONAL PROPERTY INSURANCE TO VALUE

The replacement cost for your Business Personal Property insured on this policy is based on values provided by you. You are responsible for selecting the appropriate amount of coverage to ensure adequate replacement cost values.

NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE WHEN TERRORISM COVERAGE IS ACCEPTED

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2014 unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

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 certain terrorism endorsement(s) 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 the endorsements attached to your policy.

YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007:

Except as described below, this policy does not contain a terrorism exclusion. However, the policy contains an endorsement under which coverage for "certified acts of terrorism" (which is more fully defined in the endorsement but involves an act of terrorism certified by the federal government to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. Further, the absence of a terrorism exclusion does not create coverage for any loss that would otherwise be excluded under the policy, such as losses excluded by the nuclear hazard or war exclusions.

POTENTIAL CHANGE TO YOUR POLICY:

Endorsement IL 09 95 is attached to your policy. Its provisions become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 85% of the terrorism losses paid by us above the deductible.

Endorsement IL 09 95 treats terrorism as follows:

Coverage for loss or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion. To determine whether the threshold for property damage (\$25 million) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

The Exception Covering Certain Fire Losses applies only in certain states. If the exception applies in any states under your policy, that is indicated in the Schedule of the terrorism endorsement. If the Exception applies, the Schedule indicates the affected types of insurance in affected states. When the Exception applies, the exclusion of terrorism does not apply to direct loss or damage by fire to Covered Property, with respect to affected types of insurance in affected states.

See the definition of terrorism for purposes of the terrorism exclusion.

IMPORTANT NOTICE TO POLICYHOLDERS

Financial Responsibility Law

The Indiana Bureau of Motor Vehicles ("BMV") requires that insurance carriers inform insureds of the requirement to continuously maintain financial responsibility when owning and operating a motor vehicle in Indiana. The BMV requires that you be made aware of the following:

- You must continuously maintain financial responsibility as long as the vehicle is operated on a public highway in Indiana.
- The BMV may, at any time, verify that you have financial responsibility in effect.
- If you fail to maintain financial responsibility as required, the Bureau shall suspend your driving privileges or your motor vehicle registration or both.
- The Bureau may use a third party to request proof of financial responsibility from you.

POLICYHOLDER DISCLOSURE NOTICE OFFER OF TERRORISM INSURANCE COVERAGE AND REJECTION FORM — EFFECTIVE UNTIL REVOKED

Offer of Coverage:

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

You may accept or reject insurance coverage for losses resulting from certified “acts of terrorism”.

- If you accept this offer of coverage simply pay your billed premium, which includes the amount shown below. You do not need to do anything else.
- If you would like to reject this coverage, please see the section of this form entitled Rejection of Terrorism Insurance Coverage and follow the instructions. **Please note that if you reject coverage for losses resulting from certified “acts of terrorism”, we will not provide coverage on renewals of this policy unless you ask us for coverage in the manner set forth in our “Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage Was Previously Rejected” form, which will be attached to renewals of this policy.**

Disclosure of Premium:

The portion of your annual premium that is attributable to coverage for “acts of terrorism” is \$5,856.00 and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

Please be aware that even if you purchase coverage for losses resulting from certified “acts of terrorism”, your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified “act of terrorism”.

Federal Participation in Payment of Terrorism Losses:

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation in Payment of Terrorism Losses:

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Rejection of Terrorism Insurance Coverage:

You may reject this offer of coverage by checking the box, filling in the information below, signing and returning this form to your agent. If you choose to reject this offer of coverage, we will add an exclusionary endorsement to your policy to eliminate coverage for losses resulting from certified "acts of terrorism".

Rejection of Coverage - Effective Until Revoked

☐

I HAVE READ THIS FORM IN ITS ENTIRETY AND DO NOT WANT TO PURCHASE COVERAGE FOR CERTIFIED "ACTS OF TERRORISM". I UNDERSTAND THAT THIS REJECTION IS EFFECTIVE UNTIL I AFFIRMATIVELY REVOKE IT IN THE MANNER SET FORTH IN SELECTIVE'S "OFFER OF TERRORISM INSURANCE COVERAGE WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED" FORM, AND THAT IF I SIGN THIS FORM THIS POLICY AND ANY RENEWALS WILL EXCLUDE COVERAGE FOR LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM".

Policyholder/Applicant's Signature

SELECTIVE INSURANCE COMPANY OF AMERICA

Insurance Company

Print Name

S 2166184

Policy or Quote Number

Title

Date

NOTICE TO RENEWING POLICYHOLDERS

CUSTOMER NOTICE ABOUT POLICY DELIVERY & PRINTING

Selective provides you with the choice of receiving your insurance policy documents in printed form or digital form.

You can request delivery of your policy in digital format at any time - simply contact your independent agent. (To comply with state insurance regulations, Selective asks for your consent prior to delivering your policy in digital format.)

We want to make your customer experience as convenient as possible, while being good stewards of costs and the environment. When you renew your policy with Selective:

1. We do not print certain forms previously provided to you. Typically, these include:
 - a. Policy forms that do not include your specific customer information.
 - b. Policy forms with your information that have not been revised.
2. We do print new forms, forms that have changed, and forms that have your specific policy information.

For your convenience, a complete copy of your policy including all forms is always available to you online through Selective's Customer Self-Service portal. You can view your policy information at any time - 24 hours a day, 7 days a week. You can sign up and log in by visiting selective.com and following the login process.

IMPORTANT NOTICE TO POLICYHOLDERS

Inland Marine Miscellaneous Property Revisions

Broadenings, Reductions and Clarifications in Coverage

Thank you for choosing Selective to provide for your insurance needs.

THIS NOTICE SUMMARIZES THE MAJOR CHANGES IN THE MISCELLANEOUS PROPERTY COVERAGE FORM CM 70 99 THAT IS CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This Notice does not reference every editorial change made in your policy.

The material in this Notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.**

BROADENINGS OF COVERAGE

- The following new Coverage Extensions have been added:
 - Debris Removal up to an additional \$10,000.
 - False Pretense with a \$25,000 limit.
 - Rewards with a \$10,000 limit. This does not apply in New York.
 - Additional Acquired Property. The most we will pay for loss or damage is the lesser or:
 - 25% of the total Limit Of Insurance shown in the Declarations for all individually listed and described items; or
 - \$25,000 for any one item, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.
 - Inventory and Appraisal Expense with a \$25,000 limit.
 - Spare Parts and Fuel with a \$5,000 limit.
- Coverage Territory is expanded to include the territories and possessions of the United States as well as property being shipped by air within the Coverage Territory.

REDUCTIONS IN COVERAGE

- For any Miscellaneous Property coverage currently written with a deductible lower than \$500, it has been renewed with a \$500 deductible.
- The following was added to Property Not Covered:

Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement;

- The following additional exclusions have been added:
 - Denting, chipping, marring or scratching.
 - Theft from any unattended vehicle. However, if **CM 80 02** Excluding Theft From Unattended Vehicle endorsement is on the expiring policy, there is no restriction in coverage.
 - Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick device or false pretense except as provide in the False Pretense Coverage Extension.
 - Unauthorized instructions to transfer property to any person or to any place.
 - Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.
 - Dampness or dryness of atmosphere.
 - Changes in or extremes of temperature.

OTHER CHANGES

- The following provision was added to clarify how coverage is to apply when we issue more than one coverage that applies to this Inland Marine Miscellaneous Property Coverage:

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

NOTICE OF CHANGE IN POLICY TERMS

Following are the material changes which reduce or eliminate coverage on the renewal policy as a result of the implementation of revisions to the Inland Marine Miscellaneous Property Coverage Form **CM 70 99**.

- For any Miscellaneous Property coverage currently written with a deductible lower than \$500, it has been renewed with a \$500 deductible.
- The following was added to Property Not Covered:
Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement;
- The following additional exclusions have been added:
 - Denting, chipping, marring or scratching.
 - Theft from any unattended vehicle. However, if **CM 80 02** Excluding Theft From Unattended Vehicle endorsement is on the expiring policy, there is no restriction in coverage.
 - Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick device or false pretense except as provide in the False Pretense Coverage Extension.
 - Unauthorized instructions to transfer property to any person or to any place.
 - Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.
 - Dampness or dryness of atmosphere.
 - Changes in or extremes of temperature.

IMPORTANT NOTICE TO POLICYHOLDERS

Commercial Output Program Revisions

Broadenings, Reductions, and Clarifications in Coverage

Thank you for choosing Selective for your insurance needs. This notice is intended to help clarify your coverage, highlighting recent changes that include areas of broadening and/or reductions in coverage, to help keep you better informed. This notice does not reference every editorial change made in your policy.

THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT IMPACT THE AVAILABILITY, OR NATURE OR SCOPE OF YOUR COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATIONS PAGE CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.

The material in this Notice makes reference to form numbers; **however, not all forms are included in a particular policy.**

BROADENINGS OF COVERAGE

If one of the below COP PremierPac[®] enhancement endorsements is attached to your policy:

— **CO 50 02 07 21, CO 50 02FL 07 21, CO 50 02IL 07 21, CO 50 02KY 07 21, CO 50 02NC 07 21, CO 50 02NY 07 21** COP PremierPac[®] Enhancement Endorsement

- We are expanding PROPERTY COVERED to include the Cost of Excavation by deleting this item from PROPERTY NOT COVERED.
- Under the Inventory and Appraisal Expense Supplemental Coverage, we are expanding covered expenses to include:
 - Investigation of claims
 - Cost of preparing specific loss documents and other supporting exhibits
- Under Sewer Backup and Water Below the Surface Supplemental Coverage:
 - Roof drain, gutter, downspout or similar above ground drainage fixtures or equipment are no longer excluded.
 - Reference to the proximity of the flood to Covered Property has been removed in the final paragraph of the supplemental coverage.
- Under Sewer Backup and Water Below the Surface Loss of Income Supplemental Income Coverage:
 - Roof drain, gutter, downspout or similar above ground drainage fixtures or equipment are no longer excluded.
 - Reference to the proximity of the flood to Covered Property has been removed in the final paragraph of the supplemental income coverage.

If **CO 50 07 07 21, CO 50 07FL 07 21** Social Services PremierPac® Enhancement Endorsement is attached to your policy:

- Under Theft of Resident's or Client's Money and Securities Supplemental Coverage, a \$500 per occurrence deductible has been added. This replaces the COP policy deductible which can be no lower than \$1,000.

If **CO 50 39 07 21** Assisted Living Facilities PremierPac® Enhancement Endorsement is attached to your policy:

- Under Theft of Resident's Money and Securities Supplemental Coverage, a \$500 per occurrence deductible has been added. This replaces the COP policy deductible which can be no lower than \$1,000.

REDUCTIONS IN COVERAGE

If one of the below COP PremierPac® enhancement endorsements is attached to your policy:

— **CO 50 02 07 21, CO 50 02FL 07 21, CO 50 02IL 07 21, CO 50 02KY 07 21, CO 50 02NC 07 21, CO 50 02NY 07 21** COP PremierPac® Enhancement Endorsement

- Under the Food Contamination Shutdown - Loss of Income Supplemental Income Coverage, language is added to reinforce our intent to extend coverage only to outbreaks of communicable disease at a described premises and not widespread outbreaks such as epidemics or pandemics. The food contamination definition is revised to exclude tainted food distributed or purchased by you if contaminated by virus or bacteria resulting in the outbreak of food poisoning or food-related illness at more than one location, regardless of whether the other location(s) is owned or operated by you or in any way related to your business operations.

If one of the below COP PremierPac® enhancement endorsements is attached to your policy:

— **CO 50 04 07 21, CO 50 04NH 07 21** Golf Course/Country Club PremierPac® Enhancement Endorsement
— **CO 50 05 07 21** Comm3Unity0 of Faith PremierPac® Enhancement Endorsement
— **CO 50 06 07 21** Schools PremierPac® Enhancement Endorsement
— **CO 50 07 07 21, CO 50 07FL 07 21** Social Services PremierPac® Enhancement Endorsement
— **CO 50 28 07 21, CO 50 28FL 07 21, CO 50 28NH 07 21** Resort Hotel PremierPac® Enhancement Endorsement
— **CO 50 39 07 21** Assisted Living Facilities PremierPac® Enhancement Endorsement

- Under the Communicable Disease Extra Expense Supplemental Income Coverage, language is added to reinforce our intent to extend coverage only to outbreaks of communicable disease at a described premises and not widespread outbreaks such as epidemics or pandemics.

If one of the below COP PremierPac® enhancement endorsements is attached to your policy:

— **CO 50 03 07 21** Emergency Services and Governmental PremierPac® Enhancement Endorsement
— **CO 50 06 07 21** Schools PremierPac® Enhancement Endorsement

- Under DEDUCTIBLE, the deductible waiver and reduction provision is revised to indicate the deductible waiver and reduction provision does not apply if a separate hail and/or wind deductible applies.

PRAESIDIUM

PREVENTING ABUSE TOGETHER

PRAESIDIUM'S MISSION:

TO HELP YOU PROTECT THOSE IN YOUR CARE FROM ABUSE AND TO HELP PRESERVE TRUST IN YOUR ORGANIZATION.

An incident of abuse can be detrimental to an organization. That's why Selective Insurance has partnered with Praesidium to provide policy holders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost):

Praesidium Model Policies, Screening and Selection Toolkit, and Praesidium Academy online training. Insureds can also take advantage of discounted Background Screening services.

WHO IS PRAESIDIUM?

Praesidium is a mission driven risk management firm that helps organizations reduce the risk of sexual abuse as well as the risk of false allegations. With over 25 years of experience and serving thousands of clients in the United States and 11 other countries, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research.

We know how abuse happens in organizations and more importantly, how to prevent it.

PRAESIDIUM'S SCIENTIFIC METHODOLOGY

Using current research and root cause analysis, Praesidium developed its own abuse risk management model, The Praesidium Safety Equation® Root-cause analysis of several thousand incidents of abuse across industries demonstrated that risks fell into eight organizational operations: Policies, Screening and Selection, Training, Monitoring and Supervision, Internal Feedback Systems, Consumer Participation, Responding, and Administrative Practices. By implementing best practices in each of these operations, Praesidium determined that risks could be reduced or eliminated.

Policies +	Screening & Selection	+ Training
Monitoring & Supervision +	Internal Feedback Systems	Consumer + Participation
Responding +	Administrative Practices	= A SAFE ENVIRONMENT

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

PRAESIDIUM

FEATURED SERVICES

Products and services offered to Selective Insureds:

- **MODEL POLICIES**

Clear policies set the stage for safe environments by defining acceptable and unacceptable employee and volunteer conduct. Policies also facilitate effective monitoring and supervision by helping others to recognize and take action when they see policy violations. Praesidium can provide model policies, review and revise existing policies, or help your organization draft policies that address the protection of your consumers.

- **SCREENING AND SELECTION TOOLKIT**

The most comprehensive package of its kind, Praesidium's Screening and Selection Tool Kit comes complete with everything your organization needs to effectively screen employees and caregivers, including more than 80 "red flag" indicators for identifying high-risk applicants and hundreds of examples of high- and low-risk applicant responses.

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

Praesidium Academy overcomes the limitations of traditional online training by including, an Action Plan to help learners apply what they're learning, a Discussion Guide to be used in a group setting, and a Coaching Playbook for supervisors, with each course. Your staff and volunteers get just the right training — at just the right time! And our on-site instructor-led and train-the-trainer training is perfect for large groups or specialized content.

- **DISCOUNTED BACKGROUND SCREENING**

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and your organization's reputation, financial stability and trust within the community. Praesidium offers several standard and customizable criminal background screening packages plus other a la carte background screening services.

Sign up for our
complimentary tip of the month emails by going to:
<http://bit.ly/2MQeLqq>

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

PRAESIDIUM

PROTECTING VULNERABLE POPULATIONS WITH TRAINING

PRAESIDIUM'S ACADEMY LEARN TO PROTECT SYSTEM

The Praesidium Academy Learn to Protect System is far more than a check-the-box collection of e-learning courses. Instead, it is a comprehensive system based on learning theory and best practices in adult learning. It helps build and sustain a culture of safety in your organization, and it helps meet the training requirements included in Praesidium's Safety Equation®, a scientifically-based framework for preventing abuse in organizations.

At the core of the Praesidium Academy Learn to Protect System is a continually expanding library of engaging courses, each with clearly defined outcomes. In fact, volunteers, employees, and executives from a diverse range of organizations have completed more than one million Praesidium Academy courses! Courses include research-based content, highly interactive multimedia activities, application scenarios, and a content mastery quiz.

The Praesidium Academy Learn to Protect System includes supporting tools that enhance both the short and long term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior.

Praesidium Academy can also be streamlined with our background screening services to provide a one-stop solution for both training and your screening prevention efforts. These screening services are available at a discount to Selective Insureds.

COMPLIMENTARY PRAESIDIUM ACADEMY ACCESS FOR SELECTIVE INSURED

Selective Insurance has partnered with Praesidium to provide policyholders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost) Praesidium's Model Policies, the Praesidium Screening and Selection Toolkit, and online training. Insureds can also take advantage of discounted Background Screening.

Visit selective.com/praesidium to access your complimentary Praesidium resources.

Action Plans are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.

Coaching Playbooks provide supervisors a high-level summary of the course, including learning objectives and key learning points. The Coaching Playbooks give supervisors practical steps they can take to reinforce the learning.

Discussion Guides are developed for small group and classroom discussions. A facilitator is able to reinforce important content and remind learners of what they learned in the online course.

For more information go to: selective.com/praesidium — 800.743.6354 — selective@praesidiuminc.com In order to receive this **EXCLUSIVE** benefit please identify yourself as a Selective Insurance agent or insured.

Insurance is provided by the Company designated on the Declarations Page of this policy. The addresses of all Selective Insurance Companies are shown below:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Selective Way Insurance Company
40 Wantage Avenue
Branchville, NJ 07890

Selective Insurance Company of South Carolina
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New York
300 Olympic Towers
300 Pearl Street
Buffalo, NY 14202

Selective Insurance Company of the Southeast
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New England
40 Wantage Avenue
Branchville, NJ 07890

Administrative Offices of all Selective Insurance Companies are located at:
40 Wantage Avenue
Branchville, NJ 07890

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- _____ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- _____ contain information on your marital status, driving records, etc.
- _____ include information on the loss history of your property.
- _____ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- _____ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.

DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- _____ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- _____ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- _____ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- _____ An insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- _____ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- _____ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- _____ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- _____ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890**COMMERCIAL POLICY COMMON DECLARATION**

Named Insured and Address CITY OF AUBURN, IN 210 S CEDAR ST P O BOX 506 AUBURN, IN 46706-2302	Policy Period From: MARCH 17, 2022 To: MARCH 17, 2023 12:01 A.M Standard Time At Location of Designated Premises.
Named Insured is: CORPORATION	Producer Number: 00-13011-00000
Producer: INSURANCE TRUSTEES INDIANA	

Schedule of CoverageCOMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL AUTOMOBILE COVERAGE
COMMERCIAL INLAND MARINE COVERAGE
COMMERCIAL UMBRELLA COVERAGE
PUBLIC OFFICIAL LIABILITY
POLICE PROFESSIONAL LIABILITY
COMMERCIAL ABUSE OR MOLESTATION COVG
COMMERCIAL CRIME COVERAGE
COMMERCIAL OUTPUT PROGRAM

PREMIUM INCLUDES	TERRORISM - CERTIFIED ACTS	\$5,856.00
PREMIUM INCLUDES	TERRORISM - AUTO	\$2,447.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

PAYMENT METHOD REG - 1	Total Policy Premium <u>\$289,807.00</u> (This premium may be subject to adjustment.)
Date Issued: MARCH 8, 2022 Issuing Office: HEARTLAND REGION	Authorized Representative _____

SCHEDULE OF LOCATIONS

Policy Effective Date: MARCH 17, 2022		Schedule Effective Date: MARCH 17, 2022	
Prem. No.	Location	Bldg. No.	Occupancy
1	2010 WAYNE ST AUBURN, IN 46706	1	WAREHOUSE
2	S WAYNE STREET AUBURN, IN 46706	1	SUBSTATION 1
3	E 15TH ST AT CENTER ST AUBURN, IN 46706	1	SUBSTATION CONT
4	WEST NORTH ST AUBURN, IN 46706	1 2	OFF/GARAGE E&W OFFICE/GARAGE
5	W ENSLEY AVE AT S GRANDSTAFF DR AUBURN, IN 46706	1	ELEC SUBSTATION
6	WEST 15TH STREET AUBURN, IN 46706	1	ELEC SUBSTATION
7	GUARDIAN STATION AUBURN, IN 46706	1	GUARDIAN STN
8	AUBURN DRIVE AUBURN, IN 46706	1	AUBURN FOUNDRY
9	206-210 S CEDAR ST AUBURN, IN 46706	1	CITY HALL/FD OF
10	EAST NINTH ST AUBURN, IN 46706	1	RADIO ANTENNA
11	S END OF CEDAR ST AUBURN, IN 46706	1 2	PAVILLION PAVILION
12	519 HAZEL ST AUBURN, IN 46706	1 2 3 4 5 6	MEM PK CONC STD BLEACHERS 1 BLEACHERS 2 SHELTER HOUSE RESTROOMS PAVILION
13	730-735 N UNION ST AUBURN, IN 46706	1	THOMAS PK FLOOD
13	1719 FORT WAYNE ROAD AUBURN, IN 46706	2	GRANDSTAND & CO
13	730-735 N UNION ST AUBURN, IN 46706	3	GRANDSTAND/CONC
14	1420 WAYNE ST AUBURN, IN 46706	1 2	IRON REMOVAL PL GARAGE
15	2010 WAYNE ST AUBURN, IN 46706	1 2 3 4 5 6 7 8 9 10	AERATOR WATER TANK WELL PUMP HOUSE PUMP HOUSE 3 PUMP HOUSE 4 PUMP HOUSE 5 PUMP HOUSE 7 PUMP HOUSE 8 PUMP HOUSE 9 PUMP HOUSE 10
16	2010 WAYNE ST AUBURN, IN 46706	1 2 3 4 5 6 7 8 9 10	GARAGE & OFFICE BLOWER BLDG MAINTENANCE GAR DIG SLUDGE STOR BLDG&EQUIP GRIT GENERATOR BLDG & PUMPS LIFT BLDG BLDG/PUMPS STOR STORAGE BLDG

SCHEDULE OF LOCATIONS

Policy Effective Date: MARCH 17, 2022		Schedule Effective Date: MARCH 17, 2022	
Prem. No.	Location	Bldg. No.	Occupancy
		11	BLDG/EQUIP HEAD
		12	TANK/STORMWATER
		13	BLDG-BIOFIDE
		14	BLDG/EQUIP COMP
		15	TANKS PUMPS
		16	BLDG BIO SOLID
		17	BLDG/EQUIP CONT
		18	BLDG/EQUIP GRIT
		19	TANKS/PUMPS/EQU
17	EAST OF S WAYNE ST AUBURN, IN 46706	1	ST DEPT OFF/GAR
18	S END OF CEDAR ST AUBURN, IN 46706	1	OFFICE/STORAGE
21	WEST NORTH ST AUBURN, IN 46706	1	WATER FILT PLAN
22	S END OF GRANDSTAFF DR AUBURN, IN 46706	1 2	POLICE RANGE MTG/TRAINING
23	206-208 S CEDAR ST AUBURN, IN 46706	1	PIROD SS TOWER/
24	WEST NORTH ST AUBURN, IN 46706	1	4 WELLS
25	EAST 7TH ST AUBURN, IN 46706	1	WATER TOWER
26	WEST SIDE OF TOWN AUBURN, IN 46706	1	WATER TOWER
27	S END OF CEDAR ST AUBURN, IN 46706	1	CARR FIELD WELL
28	DESOTO PARK AUBURN, IN 46706	1 2	DESOTO PK SHEL PLAYGROUND EQUI
29	101 W ENSLEY AVE AUBURN, IN 46706	1	ST DEPT OFF/GAR
30	CORNER OF 15TH & GRANDSTAFF AUBURN, IN 46706	1	FIRE DEPT BLDG
32	FIRST STREET AUBURN, IN 46706	1	WATER/SEW LIFT
33	1500 S CEDAR ST AUBURN, IN 46706	1	ECKHART PK REST
34	DUESENBERG DRIVE AUBURN, IN 46706	1	SMITH ACRES RES
35	DUESENBERG DRIVE AUBURN, IN 46706	1	SMITH ACRES SHE
36	W 1ST ST AT N VAN BUREN ST AUBURN, IN 46706	1	RILEY PK SHELTE
37	1500 S CEDAR ST AUBURN, IN 46706	1	PARK OFF BLDG
38	CO RD 29 AUBURN, IN 46706	1 2	ELEC UTIL OFF/G SPECIAL CLASSES
39	REAR CO RD 29 AUBURN, IN 46706	1 2	ELEC DEPT STORA STORAGE
40	ELM ST AT DUESENBERG DR AUBURN, IN 46706	1	WILLENNAR PK

SCHEDULE OF LOCATIONS

Policy Effective Date: MARCH 17, 2022

Schedule Effective Date: MARCH 17, 2022

Prem. No.	Location	Bldg. No.	Occupancy
41	PARK AVENUE AUBURN, IN 46706	1	FORREST PARK
42	S CEDAR ST AUBURN, IN 46706	1	CORD THEATER PK
43	TOURING DRIVE AUBURN, IN 46706	1	ELECTRIC DEPT
44	CO RD 35 AT STATE RD 8 AUBURN, IN 46706	1	FIRE DEPT
45	1001 TOURING DRIVE AUBURN, IN 46706	1	8' X 8' BLDG
46	SE CORNER GRANDSTAFF & 15TH ST AUBURN, IN 46706	1	FLASHOVER UNIT
47	104 UTILITY DR AUBURN, IN 46706	1	PARK MAINT BLDG
48	W 15TH ST AT GRANDSTAFF DR AUBURN, IN 46706	1	TRAINING HOUSE
49	730 N UNION ST AUBURN, IN 46706	1	RESTROOMS
50	DUESENBERG DRIVE AUBURN, IN 46706	1	CONCESSION STAN
51	DUESENBERG DRIVE AUBURN, IN 46706	1	STORAGE SHED
52	CLINTON STREET AUBURN, IN 46706	1	SUBSTATION/EQUI
53	720 W 11TH ST AUBURN, IN 46706	1	AUTOMOTIVE STOR
54	NORTH STREET AUBURN, IN 46706	1	PROPERTY IN OPE
55	5956 COUNTY ROAD 427 AUBURN, IN 46706	1	LIFT STNS
56	2218 CO RD 16 AUBURN, IN 46706	1	LIFT STATION
57	3519 COUNTY ROAD 427 AUBURN, IN 46706	1	LIFT STATION
58	6675 DIAMOND LAKE BLVD AUBURN, IN 46706	1	LIFT STATION
59	1900 VIRGINIA LN AUBURN, IN 46706	1	LIFT STATION
60	BEAR CREEK 2 AUBURN, IN 46706	1	LIFT STATION
61	BEAR CREEK 1 AUBURN, IN 46706	1	LIFT STATION
62	AUBURN ROAD AUBURN, IN 46706	1	LIFT STATION
63	WEST NORTH ST AUBURN, IN 46706	1	WELL HOUSE
64	NORTH OF TOWN AUBURN, IN 46706	1	WATER TOWER

SCHEDULE OF LOCATIONS

Policy Effective Date: MARCH 17, 2022		Schedule Effective Date: MARCH 17, 2022	
Prem. No.	Location	Bldg. No.	Occupancy
65	CO RD 34 AUBURN, IN 46706	1	SUB STN 8
66	1600 N INDIANA AVE AUBURN, IN 46706	1 2	LODGE SPECIAL CLASSES
67	1600 N INDIANA AVE AUBURN, IN 46706	1	CONCESSION
68	1600 N INDIANA AVE AUBURN, IN 46706	1	MAINT BLDG
69	1600 N INDIANA AVE AUBURN, IN 46706	1	RESTROOM
71	2199 GENERAL DOOLITTLE DR AUBURN, IN 46706	1	CHLORINE STATIO
72	C.R.62 AUBURN, IN 46706	1	LIFT STAT/INDOT
73	PAGE BLUFFS C.R.52 AUBURN, IN 46706	1	LIFT STATION
74	C.R.48 AUBURN, IN 46706	1	LIFT STATION
75	SUMMERSET RIDGE AUBURN, IN 46706	1	LIFT STATION
76	1600 WAYNE ST AUBURN, IN 46706	1	ACD MUSEUM
77	1501 S CEDAR ST AUBURN, IN 46706	1	SKATE PARK
78	2100 WAYNE ST AUBURN, IN 46706	1	MOBILE HOME PAR
79	301 CENTER ST AUBURN, IN 46706	1	OUTDOOR THEATER
80	116 W 5TH ST AUBURN, IN 46706	1	PARKING LOT
81	116 W 5TH ST AUBURN, IN 46706	1	DWELLING
82	100 W 5TH ST AUBURN, IN 46706	1	VACANT LAND
83	306 E ENSLEY AVE AUBURN, IN 46706	1 2 3 4 5 6 7 8	TRUCK REPAIR GA INDUSTRIAL GARA INDUSTRIAL GARA OFFICE TANK SALT STORAGE INDUSTRIAL GARA ANTENNA

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: MARCH 17, 2022

Schedule Effective Date MARCH 17, 2022

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMON COVERAGE PART:

IL 70 25B	1189	COMMERCIAL POLICY COMMON DECLARATION
IL 70 36	0193	SCHEDULE OF LOCATIONS
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 70 76	1121	INDIANA CHANGES-CANC AND NONRENEWAL
IL 79 56	0610	GOV ENTITY & VF ORG PARTICIPATING ENDT
IL 89 48	0818	EXCLUSION-LEAD HAZARD
IL 89 56	0818	ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35	0690	COMMERCIAL LIABILITY COVG DECLARATION
CG 00 01	0413	CGL COV FORM (OCCURRENCE)
CG 04 35	1207	EMPLOYEE BENEFITS LIAB COVERAGE
CG 21 06	0514	EXCL ACCESS DISCL CONF PERS INF-W/LIM BI
CG 21 35B	1001	EXCL-COV C-MEDICAL PAYMENTS
CG 21 47	1207	EMPLOYMENT-RELATED PRACTICES EXCL
CG 21 67	1204	FUNGI OR BACTERIA EXCLUSION
CG 21 70	0115	CAP ON LOSSES FROM CERT ACTS OF TERROR
CG 22 58	1185	EXCL-DESCR.HAZ (CARNIVAL,CIRCUS,FA)
CG 24 17	1001	CONTRACTUAL LIABILITY -- RAILROADS
CG 24 28A	0208	IN CHANGES-AMEND OF DEF OF POLLUTANTS
CG 25 04	0509	DESIGNATED LOCATION(S) GENERAL AGG LIMIT
CG 25 12	1207	INDIANA CHANGES-GOV SUBDIVISIONS
CG 72 01	1019	LTD SEWAGE BACKUP W/ PROP DAMAGE EXT
CG 73 00	0119	ELITEPAC GL EXT END
CG 73 04	0116	EMERG SERV AND GOV ELITEPAC GL EXT END
CG 79 35A	0708	PRODUCT RECALL EXPENSE COV ENDT
CG 79 47	1115	FAILURE TO SUPPLY-UTILITIES
CG 79 97	1116	GENERAL AGGREGATE LIMIT PER PROJECT
CG 80 29	0610	ABUSE OR MOLESTATION LIAB COV EXCL
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 58	0908	INDIANA CHANGES
IL 02 72	1121	INDIANA CHANGES-CANC AND NONRENEWAL
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
BUSINESS AUTOMOBILE COVERAGE PART:

CA 70 57	0292	AUTO DEC -LOSS PAYEE
CA 70 58A	0292	BUSINESS AUTO COVERAGE DECLARATION PAGE2
CA 00 01	1013	BUSINESS AUTO COVERAGE FORM
CA 01 19	1013	INDIANA CHANGES
CA 04 33	1013	IN CHGS- POLLUTION EXCL
CA 04 34	1013	IN CHANGES-AMEND DEF OF POLLUTANTS
CA 04 42	1013	EXCL FED EMPLOYEES USING AUTO IN GOV BUS
CA 20 02	1013	AUDIO,VISUAL,DATA COV-FIRE POL EMERG VEH
CA 20 15	1013	MOBILE EQUIPMENT
CA 20 18	1013	PROFESSIONAL SERVICES NOT COVERED
CA 20 54	1013	EMPLOYEE HIRED AUTOS
CA 20 70	1013	COV FOR CERTAIN OPERATIONS IN RR
CA 70 18	0818	ADDITIONAL INTEREST ENDORSMENT
CA 70 27	0416	VALUE GUARD COVERAGE-FIRE DEPARTMENTS
CA 70 38A	0818	PHYSICAL DAMAGE COVERAGE
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE

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NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: MARCH 17, 2022

Schedule Effective Date MARCH 17, 2022

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
BUSINESS AUTOMOBILE COVERAGE PART:

CA 78 09	1117	ELITEPAC COMMERCIAL AUTO EXT END
CA 78 10	0116	EMERG SERV AND GOV ELITEPAC AUTO EXT END
CA 78 19	0116	COMM AUTO ELITEPAC SCH - EMERG SERV GOV
CA 80 23	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CA 99 03A	1013	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 28	1013	STATED AMOUNT INSURANCE
CA 99 44A	1013	LOSS PAYABLE CLAUSE
IL 01 17	1210	INDIANA CHANGES-WORKERS COMP EXCLUSION
IL 01 56	1117	INDIANA CHANGES-CONCEALMENT,MISREPRESENT
IL 01 58	0908	INDIANA CHANGES
IL 02 72	1121	INDIANA CHANGES-CANC AND NONRENEWAL
SA 21 44	0818	INDIANA UNINSURED MOTORISTS COVERAGE
SA 31 16	0818	INDIANA UNDERINSURED MOTORISTS COVERAGE

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL INLAND MARINE COVERAGE PART:

CM 70 71	0794	COMMERCIAL INLAND MARINE DECLARATIONS
CM 70 96A	0792	CONTRACTORS EQUIPMENT COVERAGE
CM 70 98	0320	MISCELLANEOUS PROPERTY COVERAGE
CM 71 27A	0792	V.E.S.P. EQUIPMENT COVERAGE
CM 71 30A	0892	FINE ARTS DECLARATIONS
CM 72 24	0915	INLAND MARINE ANNUAL TRANSIT COVERAGE
CM 00 01	0904	COMMERCIAL IM CONDITIONS
CM 01 39	0900	INDIANA CHANGES - RIGHT OF RECOVERY
CM 70 97	0312	CONTRACTORS EQUIPMENT COVERAGE FORM
CM 70 99	0320	MISCELLANEOUS PROPERTY COVERAGE
CM 71 15	0312	CONTRACTORS EQUIPMENT LEASED/RENTED
CM 71 28	0116	VOL EMERGENCY SERVICES PORTABLE EQ
CM 71 31	0892	COMMERCIAL FINE ARTS COVERAGE FORM
CM 71 50	0694	LOSS PAYEE SCHEDULE
CM 71 98	0315	INLAND MARINE PLUS PAC
CM 72 00	0112	LIBERALIZATION
CM 72 33	0915	ANNUAL TRANSIT CHANGES
IH 00 71	1213	ANNUAL TRANSIT COVERAGE FORM
IL 01 56	1117	INDIANA CHANGES-CONCEALMENT,MISREPRESENT
IL 02 72	1121	INDIANA CHANGES-CANC AND NONRENEWAL
IL 09 52	0115	CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 03A	0199	COMMERCIAL EXCESS/UMBRELLA DEC
CXL 4	0403	COMMERCIAL UMBRELLA LIAB COVG
CXL 17	1099	ASBESTOS EXCLUSION
CXL 63A	0199	PROPERTY OF OTHERS EXCLUSION
CXL 108	0403	INJURY TO VOL FIRE/AMBUL/RES SQ/WKRS LIM
CXL 110A	0403	LAW ENFORCEMENT ACTIVITIES LIMITATION
CXL 117	0403	VOLUNTEER AMBULANCE & RES SQD LIAB LIM
CXL 118	0199	VOL FIRE CO AMBULANCE & RES SQ E & 0 LIM
CXL 119	1019	WATERCRAFT LIABILITY LIMITATION
CXL 120	0403	CIVIL RIGHTS LIMITATION
CXL 127	0199	AMEND OF POLL EXCL & ENERGY OPER LIM FRM
CXL 132	0403	PERSONAL & ADVERTISING INJURY LIAB
CXL 160	1115	MUNICIPAL AMENDATORY ENDORSEMENT
CXL 211	0403	EMPLOYEE BENEFITS LIABILITY LIMITATION

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COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: MARCH 17, 2022

Schedule Effective Date MARCH 17, 2022

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CXL 318	0403	EXCLUSION - LEAD HAZARD
CXL 321A	0816	AMENDMENT OF EXPECTED OR INTENDED BI/PD
CXL 326	1121	INDIANA CHANGES-CANC AND NONRENEWAL
CXL 335C	0199	EXCLUSION - SEWAGE BACKUP PROP DAMAGE
CXL 338B	0804	SCHEDULED POLICY FOLLOWING FORM-LIAB COV
CXL 374A	0403	ADMINISTRATIVE HEARING
CXL 383	0702	FUNGI OR BACTERIA EXCLUSION
CXL 388	0115	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 425	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CXL 448A	0617	ADDL INS - NON CONTRIB - SCHED BASIS
CXL 459A	1014	IN CHANGES-AMEND OF DEF OF POLLUTANTS
CXL 462	1115	COMMERCIAL UMBRELLA LIABILITY
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
PUBLIC OFFICIAL COVERAGE PART:

GS 00 10	1008	PUBLIC OFFICIAL LIABILITY COVG DEC
GS 00 01	1008	PUBLIC OFFICIAL LIABILITY COVERAGE FORM
GS 01 00	0720	EXCLUSION - ADDITIONAL HAZARDS
GS 11 00	1008	EXCLUSION - PUBLIC UTILITIES FAILURE TO
GS 13 00	1008	PUNITIVE AND EXEMPLARY DAMAGES END
GS 17 00	1008	LOSS OF WAGES ENDORSEMENT
GS 20 00	1008	PRIOR AND PENDING LITIGATION EXCLUSION
GS 55 03	0115	CAP ON LOSSES FROM CERT ACTS OF TERROR
GS 55 08	1109	NON-MONETARY SUIT DEFENSE COSTS ENDT
GS 55 09	1008	LTD CIVIL LEGAL EXP-FOR INNOCENT INSURED
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
POLICE PROFESSIONAL COVERAGE PART:

PD 00 10	0498	POLICE PROFESSIONAL LIABILITY COVG DEC
PD 00 01	0498	POLICE PROFESSIONAL LIABILITY COVG FORM
PD 00 19	0702	FUNGI OR BACTERIA EXCLUSION
PD 02 00	0498	LEAD - HAZARDOUS PROPERTIES - EXCLUSION
PD 03 00	0498	ASBESTOS - HAZARDOUS PROPERTIES - EXCL
PD 70 64	0519	ADDL INSURED - AUTOMATIC STATUS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
ABUSE OR MOLESTATION COVERAGE PART:

AM 00 07	0610	ABUSE OR MOLESTATION OCCUR LIAB COV DEC
AM 00 01	0610	ABUSE OR MOLESTATION LIAB COV PART
AM 00 02	0610	INNOCENT EMPLOYEE VOLUNTEER
AM 00 31	0115	CAP ON LOSSES FROM CERT ACTS OF TRSM
AM 00 37	0621	ADDL INSURED - AUTOMATIC STATUS
AM 01 01	0621	DEFINITION OF DAMAGES AMENDED
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL CRIME FIDELITY COVERAGE PART:

CR 70 26	0292	COMMERCIAL CRIME COVERAGE DECLARATION
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COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: MARCH 17, 2022

Schedule Effective Date MARCH 17, 2022

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL CRIME FIDELITY COVERAGE PART:

CR 00 25	0506	GOVERNMENT CRIME COVERAGE FORM
CR 01 54	0702	INDIANA CHANGES-RIGHTS OF RECOVERY
CR 35 12	0300	CONVERT TO SCHEDULE COVERAGE
IL 02 72	1121	INDIANA CHANGES-CANC AND NONRENEWAL
IL 09 35	0702	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
SCR 20 08	0917	CONVERT TO AN AGGREGATE LIMIT OF INS

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL OUTPUT PROGRAM COVERAGE PART:

CO 50 00	0414	SCHEDULE OF COVERAGES - COP
CO 50 23	1208	COMMERCIAL OUTPUT PROGRAM DECLARATION
CL 01 00	0399	COMMON POLICY CONDITIONS
CL 01 88	0399	AMENDATORY ENDORSEMENT-INDIANA
CL 06 00	0115	CERTIFIED TERRORISM LOSSES
CL 07 00	1006	VIRUS OR BACTERIA EXCLUSION
CO 04 21	0713	AMENDATORY ENDORSEMENT-INDIANA
CO 10 00	1002	COP-PROPERTY COVERAGE PART
CO 10 01	0402	COP-INCOME COVERAGE PART
CO 10 03	0402	EQUIPMENT BREAKDOWN COVERAGE PART
CO 10 92	0713	POLLUTANT-AMENDED DEFINITION
CO 12 33	0402	PREMIUM PAYMENTS
CO 12 80	0402	PROPERTY AND INCOME COVERAGE DEDUCTIBLE
CO 12 81	0402	WAITING PERIOD-INCOME COVERAGE
CO 12 87	0402	INSTALLMENT SALES COVERAGE
CO 12 93	1103	LIMITED FUNGUS & RELATED PERILS COV
CO 12 94	1103	LIMITED FUNGUS & REL PERILS COV-EQ/BK
CO 50 01	0414	LOCATION SCHEDULE
CO 50 02	0721	COP PREMIER PAC ENHANCEMENT ENDT
CO 50 03	0721	COP EMERGENCY SRV AND GOV-PREM PAC ENDT
CO 50 09	0807	COP LEGAL LIABILITY-BUILDING
CO 50 11	0807	COP EB DESTRUCTIVE TESTING EXCLUSION
CO 50 12	0807	COP EB ANIMALS COVERAGE ENDORSEMENT
CO 50 14	0807	ASBESTOS EXCLUSION
CO 50 47	0117	SCHEDULED LOCATIONS ENDORSEMENT
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

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DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

POLICY NUMBER: S 2166184

IL 09 85 12 20

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.

SCHEDULE

SCHEDULE — PART I	
Terrorism Premium (Certified Acts)	\$5,856.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): INLAND MARINE COVERAGE PART GENERAL LIABILITY COVERAGE PART UMBRELLA LIABILITY COVERAGE PART COMMERCIAL OUTPUT PROGRAM COVERAGE PART	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE — PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

CALCULATION OF PREMIUM

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

The following is added:

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

- c. Recommend changes.

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

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

INDIANA CHANGES — WORKERS' COMPENSATION EXCLUSION

IL 01 17 12 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. For insurance provided under the:

Commercial General Liability Coverage Part
Commercial Liability Umbrella Coverage Part
Employment-Related Practices Liability Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Owners And Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part
Underground Storage Tank Policy

The following is added to the **Workers' Compensation And Similar Laws** Exclusion:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation** Exclusion:

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the **Workers' Compensation Or Similar Law** Exclusion:

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

INDIANA CHANGES — CONCEALMENT, MISREPRESENTATION OR FRAUD

IL 01 56 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

- A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:**

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by an insured ("insured") at any time and relating to a claim under this policy.

- B. However, with respect to the Commercial Property and Farm Coverage Parts, Paragraph A. does not apply when a claim is made by an "innocent coinsured", provided:**

1. The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm).
2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

- C. The following is added and supersedes any provision to the contrary:**

1. Any payment made pursuant to Paragraph B. will be for:
 - a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
 - b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

2. Any payment made pursuant to Paragraph B. is limited to the following:

- a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
- b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
- c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs D.1.a. or b.

- D. As used in this endorsement, "innocent coinsured" is an insured ("insured") who:**

1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured ("insured") and:

- a. Died in connection with the circumstances that caused the property loss or damage; or
 - b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;
2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.

E. As used in this endorsement, "final settlement" is a determination:

- 1.** Of the amount owed by us to an "innocent coinsured" under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under the policy and for property loss or damage to the "innocent coinsured's" primary residence; and
- 2.** Made by:
 - a.** Acceptance of a proof of loss by us;
 - b.** Execution of a release by the "innocent coinsured";

- c.** Acceptance of an arbitration award by the "innocent coinsured" and us; or
- d.** Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under this policy.

INDIANA CHANGES

IL 01 58 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY — LEGAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY — MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage **C** and Coverage **D**.

The following condition is added:

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

INDIANA CHANGES — CANCELLATION AND NONRENEWAL

IL 02 72 11 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

A. Paragraphs **2.**, **3.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 45 days before the effective date of cancellation if:
 - (a)** There has been a substantial change in the scale of risk covered by this policy;

- (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.
- 3. We will mail our notice to the first Named Insured's last mailing address known to us.
- 6. Proof of mailing will be sufficient proof of notice.
- B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.
 - Nonrenewal**
 - 1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of non-renewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
 - 2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

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

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

- (1)** Computer hardware, including microprocessors;
- (2)** Computer application software;
- (3)** Computer operating systems and related software;
- (4)** Computer networks;
- (5)** Microprocessors (computer chips) not part of any computer system; or
- (6)** 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.1.a.** of this endorsement;

due to the inability to correctly recognize, process, 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 **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss — Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss — Basic Form or the Causes Of Loss — Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

INDIANA CHANGES — CANCELLATION AND NONRENEWAL

IL 70 76 11 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION COVERAGE FORM
ASSISTED LIVING FACILITIES PROFESSIONAL LIABILITY COVERAGE FORM
CONTRACTORS PROFESSIONAL COVERAGE FORM
CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
PESTICIDE AND HERBICIDE APPLICATOR COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY COVERAGE FORM
SCHOOL BOARD LEGAL LIABILITY COVERAGE FORM
SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
VOLUNTEER EMERGENCY SERVICES MANAGEMENT LIABILITY COVERAGE FORM

A. Paragraph **2.**, **3.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3)** 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy;

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

GOVERNMENT ENTITY & VOLUNTEER FIRE ORGANIZATIONS PARTICIPATING ENDORSEMENT

IL 79 56 06 10

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This Endorsement applies to:

COMMERCIAL PACKAGE POLICY

The above referenced policy is hereby amended as follows:

The following is added to the Conditions section:

We, in our sole discretion, may distribute to You a share of Our profits attributable to the **Government Entity & Volunteer Fire Organization Participating Pool** that we establish provided You have paid the premium and other amounts due to Us in accordance with the terms of this policy.

For purposes of this Endorsement, the **Government Entity & Volunteer Fire Organization Participating Pool** includes all commercial package insurance policies issued by Us to the Government Entity & Volunteer Fire Organizations.

Your participation in Our profits is not guaranteed and Our Board of Directors will determine, subject to law, the extent and conditions of your participation.

Any payment due to You under the terms of this Endorsement shall be payable solely to the first named insured listed in the declarations of the policy through the issuing agent identified in Our records.

THIS ENDORSEMENT SHALL BE EFFECTIVE AS OF THE INCEPTION DATE OF THE POLICY.

EXCLUSION — LEAD HAZARD

IL 89 48 08 18

THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
AUTO DEALERS COVERAGE PART
GARAGE POLICY (VIRGINIA ONLY)
OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT
OF TRANSPORTATION

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury" arising from the presence of lead in any form; or
- c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
CAUSES OF LOSS — BASIC FORM
CAUSES OF LOSS — BROAD FORM
CAUSES OF LOSS — SPECIAL FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. structures or manufacturing processes containing "asbestos";
 - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
 - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

SCHEDULE OF COVERAGES COMMERCIAL OUTPUT PROGRAM

POLICY NUMBER: S 2166184

AAIS
CO 50 00 04 14

Catastrophe Limit The most "we" pay for any combination of or total of losses arising under one or more coverages in any one occurrence is:

Limit of Insurance
\$120,543,143

PROPERTY COVERAGE PART

LIMITS

☐ Separate Building & BPP Blanket Limits
Building Property Limit - The most
"we" pay for loss at any one "covered location" is:

Business Personal Property Limit - The most
"we" pay for loss at any one "covered location" is:

or

☒ Combined Blanket Limit - The most "we" pay for loss at any one "covered location" is:

\$120,314,343

Blanket Limit(s) shown above do not include any Scheduled locations.

☒ Scheduled Locations. Refer to **CO 50 01**.

DEDUCTIBLE
\$5,000

PROPERTY COVERAGE EXTENSIONS

Consequential Loss	INCLUDED IN BPP LIMIT
Debris Removal Additional Limit	NOT APPLICABLE
Emergency Removal	365 DAYS
Emergency Removal Expense	\$5,000
Fraud and Deceit	INCLUDED IN BPP LIMIT
Damage From Theft	INCLUDED IN PROP LIMIT
Off Premises Utility Service Interruption	\$50,000
<input type="checkbox"/> Overhead Transmission Lines Excluded	
Covered Utility:	
<input checked="" type="checkbox"/> Power	<input checked="" type="checkbox"/> Gas
<input checked="" type="checkbox"/> Telecommunications	<input checked="" type="checkbox"/> Water
Tenants Building Glass Liability	INCLUDED IN BPP LIMIT

PROPERTY SUPPLEMENTAL COVERAGES

Additional Costs	\$250,000
Business Personal Property-Common Property	
Within Owned Buildings	\$25,000
Business Personal Property Seasonal Increase	25%
Brands or Labels Expense	\$50,000
Crime Related Supplemental Coverages	
Employee Theft (incl. Employee Benefit Plans)	\$100,000
Forgery Or Alterations	\$100,000
Forged Credit Card Written Instrument	\$50,000
Money and Securities-Inside the Premises	\$25,000
Money and Securities-Outside the Premises	\$15,000
Money Orders & Counterfeit Paper Currency	\$5,000
Expediting Expenses	\$50,000
Fire Department Service Charges	\$25,000
Inventory and Appraisal Expense	\$50,000
Legal Liability-Building	\$100,000
Lock Replacement Coverage	\$10,000
Members & Guests Property	\$50,000
Non-Owned Detached Trailers	\$50,000
Ordinance or Law (Demolition of Undamaged	
Parts of Buildings)	INCLUDED IN BLDG LIMIT
Ordinance or Law (Increased Cost to Repair/ Cost to Demolish and Clear Site)	\$1,000,000
Ornamental Display Gardens & Landscape Displays	\$25,000
Outdoor Property	\$75,000
Personal Effects	\$25,000
Personal Property of Others-Valuation	UP TO REPL COST
Pollutant Cleanup And Removal	\$50,000
Property Off Premises	\$100,000
Recharge of Fire Extinguishing Equipment	\$50,000
Rewards (Not available in New York)	\$25,000
Sewer Backup and Water Below the Surface	\$100,000
Trees, Shrubs, and Plants	NOT APPLICABLE
Any One Item Limit	NOT APPLICABLE
Underground Pipes, Pilings, Bridges and Roadways	\$250,000

EMERGENCY SERVICES & GOVERNMENTAL SUPPLEMENTAL COVERAGES

Automated External Defibrillators	\$10,000
Canine Coverage-Any One Canine	\$10,000
Canine Coverage-Any One Policy Year	\$25,000
Confiscated Property-Any One Policy Year	\$100,000
Grave Markers and Headstones-Any One Occurrence	
Grave Markers and Headstones-Any One Policy Year	\$50,000
Outdoor Fences Limitation	\$100,000
Outdoor Signs Limitation	\$100,000
Protective Safeguards Upgrade	\$25,000
Roof Protection-Per Building Any One Policy Year	\$1,000
Specified Appurtenant Structures	\$100,000
Underground Fiber Optic Cable-Any One Occurrence	\$10,000
Underground Fiber Optic Cable-Any One Policy Year	\$50,000

GOLF COURSE / COUNTRY CLUB SUPPLEMENTAL COVERAGES

Additional Property Covered-Golf Course/CC	NOT APPLICABLE
Business Personal Property of Golf Professionals	NOT APPLICABLE
Swimming Pools	NOT APPLICABLE
Theft of Telephone or Data Line Services	NOT APPLICABLE

COMM•UNITY® OF FAITH SUPPLEMENTAL COVERAGES

Automated External Defibrillators	NOT APPLICABLE
Donated Automobiles Held for Sale (Does not apply in Virginia or Massachusetts)	NOT APPLICABLE
Dwelling Appurtenances	NOT APPLICABLE
Dwelling Personal Property	NOT APPLICABLE
Grave Markers and Headstones-Any One Occurrence	NOT APPLICABLE
Grave Markers and Headstones-Any One Policy Year	NOT APPLICABLE
Personal Property and Personal Effects of Clergy	NOT APPLICABLE

RESORT HOTELS SUPPLEMENTAL COVERAGES

Additional Property Covered-Golf Course/CC	NOT APPLICABLE
Business Personal Property of Golf Professionals	NOT APPLICABLE
Concierge Services-Any One Person	NOT APPLICABLE
Concierge Services-Any One Occurrence	NOT APPLICABLE
Electronic Security Keying Systems	NOT APPLICABLE
Swimming Pools	NOT APPLICABLE
Theft of Telephone or Data Line Services	NOT APPLICABLE

SCHOOLS SUPPLEMENTAL COVERAGES

Automated External Defibrillators	NOT APPLICABLE
Harvested Crops	NOT APPLICABLE
Personal Effects of Students-Any One Student	NOT APPLICABLE
Personal Effects of Students-Any One Occurrence	NOT APPLICABLE
Outdoor Fences Limitation	NOT APPLICABLE
Outdoor Signs Limitation	NOT APPLICABLE
Roof Protection-Per Building Any One Year	NOT APPLICABLE
Specified Appurtenant Structures	NOT APPLICABLE
Underground Fiber Optic Cable-Any One Occurrence	NOT APPLICABLE
Underground Fiber Optic Cable-Any One Policy Year	NOT APPLICABLE

SOCIAL SERVICES SUPPLEMENTAL COVERAGES

Automated External Defibrillators	NOT APPLICABLE
Canine Coverage-Any One Canine	NOT APPLICABLE
Canine Coverage-Any One Policy Year	NOT APPLICABLE
Damage to Property of Home Care Providers	NOT APPLICABLE
Mobile Medical Equipment	NOT APPLICABLE
Property of Residents or Clients- Any One Resident/Client	NOT APPLICABLE
Property of Residents or Clients- Any One Occurrence	NOT APPLICABLE
Theft of Resident's or Client's Money and Securities- Any One Resident/Client	NOT APPLICABLE
Theft of Resident's or Client's Money and Securities- Any One Occurrence	NOT APPLICABLE

ASSISTED LIVING FACILITIES SUPPLEMENTAL COVERAGES

Automated External Defibrillators	NOT APPLICABLE
Mobile Medical Equipment	NOT APPLICABLE
Property of Residents-Any One Resident	NOT APPLICABLE
Property of Residents-Any One Occurrence	NOT APPLICABLE
Theft of Resident's Money and Securities- Any One Resident	NOT APPLICABLE
Theft of Resident's Money and Securities- Any One Occurrence	NOT APPLICABLE

SUPPLEMENTAL MARINE COVERAGES

Accounts Receivable	\$100,000
Electrical or Magnetic Disturbance of Computers	INCLUDED IN BPP LIMIT
Power Supply Disturbance of Computers	INCLUDED IN BPP LIMIT
Virus and Hacking Coverage	
Limit any one occurrence	\$25,000
Limit any 12 month period	\$50,000
Fine Arts	\$100,000
Off Premises Computers	\$25,000
Property In Transit	\$50,000
Property On Exhibition	\$50,000
Sales Representative Samples	\$50,000
Software Storage	\$50,000
Valuable Papers	\$100,000

EMERGENCY SERVICES & GOVERNMENTAL SUPPLEMENTAL MARINE COVERAGES

Commandeered Property	\$500,000
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ADDITIONAL PROPERTY SUBJECT TO LIMITATIONS

Furs (theft)	\$10,000
Jewelry (theft)	\$10,000
Stamps, Tickets, Letters of Credit	\$5,000

PROPERTY COVERAGE OPTIONS (check if applicable)

<input type="checkbox"/> Actual Cash Value Applies	
<input type="checkbox"/> Automatic Increase	
<input checked="" type="checkbox"/> Scheduled Locations	
Newly Built or Acquired Buildings	\$5,000,000
Personal Property-Acquired Locations	\$2,000,000
Locations "You" Elect Not To Describe	\$100,000
Coinsurance	NONE

OPTIONAL PROPERTY COVERAGES AND ENDORSEMENTS (check if applicable)

<input type="checkbox"/> Donated Property Held For Sale	
<input type="checkbox"/> Earthquake Sprinkler Leakage	
<input type="checkbox"/> Functional Replacement Cost	
<input type="checkbox"/> Golf Club Professional Replacement Expense (Not available in IL, MO and VA)	
<input type="checkbox"/> Guaranteed Replacement Cost	
<input checked="" type="checkbox"/> Installment Sales	\$100,000
<input checked="" type="checkbox"/> Limited Fungus And Related Perils Property Coverage	
The most "we" pay for all losses at all "covered locations" is:	\$50,000
<input type="checkbox"/> Loss Payable Options	

- ☐ Off-Site Server Coverage and Interruption of Web Site
Supplemental Marine Coverage
Off site server limit
Off site server Virus and Hacking limit
12 month Virus and Hacking period limit
Deductible Amount
- ☐ Denial of Service Attack Excluded
- ☐ Property Excluded
- ☐ Refrigeration Breakdown Property In Transit Supplemental
Marine Coverage Extension-Owner's Cargo Only
- ☐ Reporting Conditions
- ☐ Key Employee Replacement Expense
(Not available in IL, MO and VA)
- ☐ Stated Value Endorsement
- ☐ Transit and Location Property Coverage-Outside the
Territorial Limits
- ☐ Transit Backhaul
- ☐ Theft Exclusion
- ☐ Vacancy or Unoccupancy Coverage
- ☐ Vehicle Coverage

INCOME COVERAGE PART

COVERAGE (check one)

- ☐ Income Coverage Does Not Apply
- ☒ Earnings, Rents, and Extra Expense
- ☐ Earnings and Extra Expense
- ☐ Rents and Extra Expense
- ☐ Extra Expense Only

LIMIT

- ☒ Income Coverage Limit-The most "we" pay
for loss at any one "covered location" is:

ACTUAL LOSS OF INCOME - 24 MONTHS

The Income Limit shown above does not
include any Scheduled locations.

- ☐ Scheduled Locations. Refer to **CO 50 01**.

DEDUCTIBLE

WAITING PERIOD - 72HRS

INCOME COVERAGE EXTENSIONS

Interruption By Civil Authority	30 DAYS
Period of Loss Extension	180 DAYS

SUPPLEMENTAL INCOME COVERAGES

Auto Physical Damage	\$25,000
Computer Virus and Hacking	
Limit any one occurrence	\$25,000
Limit any 12 month period	\$75,000
Waiting Period	12 HOURS
Contract Penalty	
Limit any one occurrence	\$100,000
Limit any 12 month period	\$250,000
Dependent Locations	\$250,000
Food Contamination Shutdown	\$50,000
Ingress Or Egress	\$50,000
Off Premises Utility Service Interruption	\$25,000
Service Interruption Waiting Period	12 HOURS
<input type="checkbox"/> Overhead Transmission Lines Excluded	
Covered Utility:	
<input checked="" type="checkbox"/> Power	<input checked="" type="checkbox"/> Gas
<input checked="" type="checkbox"/> Telecommunications	<input checked="" type="checkbox"/> Water
Pollutants Cleanup and Removal	\$25,000
Property In Transit, On Exhibition, or Custody of Sales Representatives	\$25,000
Realty Tax	\$50,000
Sewer Backup & Water Below the Surface	\$100,000

EMERGENCY SERVICES & GOVERNMENTAL SUPPLEMENTAL INCOME COVERAGES

Emergency Vacating Expense	\$25,000
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GOLF COURSE / COUNTRY CLUB SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Customer Inconvenience Remuneration	NOT APPLICABLE
Emergency Vacating and Relocating Expense	NOT APPLICABLE

COMM•UNITY® OF FAITH SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Emergency Vacating Expense	NOT APPLICABLE
Terrorism Travel Expense	NOT APPLICABLE

RESORT HOTELS SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Customer Inconvenience Remuneration	NOT APPLICABLE
Emergency Vacating and Relocating Expense	NOT APPLICABLE

SCHOOLS SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Emergency Vacating Expense	NOT APPLICABLE
Loss of Income-Planned Events	NOT APPLICABLE
Violent Event Extra Expense-Any One Policy Year	

SOCIAL SERVICES SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Emergency Vacating Expense	NOT APPLICABLE
Meeting Space Expense	NOT APPLICABLE
Relocation Fees	NOT APPLICABLE
Temporary Room Vacancy Income-Any One Accident/Illness Involving One Resident/Client	NOT APPLICABLE
Temporary Room Vacancy Income-Any One Policy Year	NOT APPLICABLE
Terrorism Travel Expense	NOT APPLICABLE

ASSISTED LIVING FACILITIES SUPPLEMENTAL INCOME COVERAGES

Communicable Disease Extra Expense	NOT APPLICABLE
Emergency Vacating Expense	NOT APPLICABLE
Terrorism Travel Expense	NOT APPLICABLE

INCOME COVERAGE OPTIONS (check if applicable)

- ☒ Scheduled Locations
- | | |
|-----------------------------------|-----------|
| Newly Built or Acquired Locations | \$500,000 |
| Coinsurance | NONE |
- ☐ Monthly Limitation
- ☐ Extra Expense Recovery Period Percentages

OPTIONAL INCOME COVERAGES AND ENDORSEMENTS (check if applicable)

- ☐ Denial of Service Attack-On-site & Off-site Server
- ☐ Expanded Restoration Period-Extra Expense
- ☐ Income Coverage from Dependent Locations-Separate Limits
- ☐ Income From Dependent Domestic & Foreign Locations
- ☒ Limited Fungus And Related Perils Income Coverage. Time Limitation: 30 DAYS
- ☐ Off Site Server Coverage & Interruption of Web Site
- | |
|--|
| Interruption of Web Site |
| Interruption of Web Site Virus & Hacking |
| 12 month Virus and Hacking period limit |
| Waiting Period |
| Coverage Limitation |
- ☐ Denial of Service Attack Excluded
- ☐ Ordinary Payroll Limitation
- ☐ Ordinary Payroll Exclusion
- ☐ Power, Heat & Refrigeration Exclusion
- ☐ Research and Development Projects-Income Coverage
- ☐ Seasonal Leases
- ☐ Transit and Location Property & Income Coverage-Outside the Territorial Limits
- ☐ Tuition Coverage Limit-The most "we" pay for loss at any one "covered location" is:

EQUIPMENT BREAKDOWN COVERAGE PART

☐ Not Covered

☒ **EQUIPMENT BREAKDOWN COVERAGE LIMITS**

Property Damage

FOLLOWS PROPERTY COVERAGES

Income Coverage

FOLLOWS INCOME COVERAGES

Income Coverages

Period of Loss Extension

180 DAYS

Coverage Options (check one)

☒ Earnings, Rents, and Extra Expense

☐ Earnings and Extra Expense

☐ Rents and Extra Expense

☐ Extra Expense Only

EQUIPMENT BREAKDOWN DEDUCTIBLES

Combined Property and Income Coverages

FOLLOWS PROPERTY DEDUCTIBLE

Property Coverages

NOT APPLICABLE

Income Coverages

NOT APPLICABLE

Other (describe)

EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

Animal Coverage

\$250,000

Expediting Expense

\$250,000

Pollutants

\$250,000

Ordinance or Law Undamaged Parts of Buildings

FOLLOWS PROPERTY COVERAGES

Ordinance or Law Increased Cost to Repair /

Cost to Demolish and Clear Site

FOLLOWS PROPERTY COVERAGES

Off Premises Utility Service Interruption

FOLLOWS EB INCOME COVERAGES

Defense Costs

COVERED

Limited Fungus And Related Perils Property Damage

Coverage. The most "we" pay for all losses at
all "covered locations" is:

\$50,000

☒ Limited Fungus And Related Perils Income
Coverage. Time Limitation:

30 DAYS

OTHER CONDITIONS

SPOILAGE COVERAGE PART

- ☒ Not Covered
Spoilage Catastrophe Limit - The most "we" pay for loss in any one occurrence is:

- ☐ **BLANKET SPOILAGE COVERAGE**
Location Limit - The most "we" pay for loss at any one "covered location" is:

Blanket Limit shown above does not Include any Scheduled locations.

- ☐ **SCHEDULED SPOILAGE COVERAGE.** Refer to **CO 50 01**.

Spoilage Deductible

Additional Conditions (check if applicable)

- ☐ Selling Price Valuation
☐ Refrigeration, Maintenance, or Service Agreement

PERILS COVERED

- ☐ Breakdown, Malfunction, or Failure
(Equipment Breakdown)
☐ Refrigerant Contamination
(Equipment Breakdown)
☐ Refrigerant Contamination
(Other Causes Of Loss)
☐ Power Disruption (Equipment Breakdown)
☐ Power Disruption (Other Causes Of Loss)

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL OUTPUT PROGRAM DECLARATION**Policy Effective Date:** MARCH 17, 2022**Coverage Effective Date:** MARCH 17, 2022**Business of Named Insured:**

MUNICIPALITY

Insurance is provided only for those coverages for which a specific limit is shown on the attached Schedule Of Coverages.

C O V E R A G E S C H E D U L E

Refer to Schedule Of Coverages

Forms and Endorsements:Refer to “**Commercial Policy Forms and Endorsement Schedule**”**Premium Amount**

\$105,313.00

POLLUTANT — AMENDED DEFINITION

POLICY NUMBER: S 2166184

AAIS
CO 10 92 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

SCHEDULE

Additional Substance(s) or Material(s):

This policy is amended to include the following "terms". All other "terms" of this policy apply, except as amended by this endorsement.

DEFINITIONS

The definition of "pollutant" is deleted and replaced by the following:

"Pollutant":

- a.** "Pollutant" means any substance or material that is a solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste.

Such substances and materials include, but are not limited to:

- 1)** Diesel, gasoline, propane, and other fuels, kerosene and other fuel oils, petroleum distillates, and any other petroleum-derived products; lubrication oils, adjuvant oils, crop oils; brake and other hydraulic fluids; methanol and other antifreeze additives; exhaust gases; ethylene dichloride, hexylene glycol, mineral spirits and other solvents; perchloroethylene (PERC) and other dry cleaning chemicals; chlorofluorocarbons; adhesives; and pesticides, insecticides, fungicides, fertilizer, animal or bird waste, and sewage;

- 2)** All substances and materials listed or described by one or more of the following references, including any amendments thereto: the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Priority List Of Hazardous Substances (1997 and all subsequent editions) developed by the Agency For Toxic Substances And Disease Registry; and/or the U.S. Environmental Protection Agency EMCI Chemical References Complete Index; and

- 3)** Any substance or material shown in the Schedule above.

- b.** With respect to this definition, waste includes substances or materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- c.** "Pollutant" also means electrical, magnetic, or electromagnetic particles or fields, whether visible or invisible, and sound.
- d.** This definition of "pollutant" applies whether or not the substance, material, particle, field, or sound is used at or in or arises out of "your" business, operations, premises, site, or location.

LOCATION SCHEDULE

POLICY NUMBER: s 2166184

AAIS
CO 50 01 04 14

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

Coverage provided by the Commercial Output Program coverage parts applies only to the "covered locations" described below. Refer to "schedule of coverages" for applicable "limits", additional coverages, and if applicable, coinsurance percentage. Any covered property described below that is shown as Scheduled is not part of any blanket coverage "limit".

SCHEDULE

Loc. No.	Bldg. No.	Covered Property (describe)	Limit	Blanket Type or Scheduled	Valuation
001	001	BUSINESS PERSONAL PROPERTY	\$70,944	BLDG BPP	RC
002	001	BUILDING	\$2,233,720	BLDG BPP	RC
003	001	BUILDING	\$16,415,124	BLDG BPP	RC
004	001	BUILDING	\$684,940	BLDG BPP	RC
004	001	BUSINESS PERSONAL PROPERTY	\$280,729	BLDG BPP	RC
004	002	BUILDING	\$44,200	BLDG BPP	RC
005	001	BUILDING	\$19,088,461	BLDG BPP	RC
006	001	BUILDING	\$4,366,192	BLDG BPP	RC
007	001	BUILDING	\$576,515	BLDG BPP	RC
008	001	BUILDING	\$697,632	BLDG BPP	RC
009	001	BUILDING	\$4,096,533	BLDG BPP	RC
009	001	BUSINESS PERSONAL PROPERTY	\$262,460	BLDG BPP	RC
010	001	BUILDING	\$1,795	BLDG BPP	RC
011	001	BUILDING	\$113,605	BLDG BPP	RC
011	001	BUSINESS PERSONAL PROPERTY	\$4,840	BLDG BPP	RC
011	002	BUILDING	\$10,826	BLDG BPP	RC
012	001	BUILDING	\$19,858	BLDG BPP	RC
012	001	BUSINESS PERSONAL PROPERTY	\$967	BLDG BPP	RC
012	002	BUILDING	\$16,018	BLDG BPP	RC
012	003	BUILDING	\$16,018	BLDG BPP	RC
012	004	BUILDING	\$56,892	BLDG BPP	RC
012	004	BUSINESS PERSONAL PROPERTY	\$122	BLDG BPP	RC
012	005	BUILDING	\$64,604	BLDG BPP	RC
012	005	BUSINESS PERSONAL PROPERTY	\$241	BLDG BPP	RC
012	006	BUILDING	\$29,619	BLDG BPP	RC
013	001	BUILDING	\$18,652	BLDG BPP	RC
013	002	BUILDING	\$16,094	BLDG BPP	RC
013	002	BUSINESS PERSONAL PROPERTY	\$241	BLDG BPP	RC
013	003	BUILDING	\$27,986	BLDG BPP	RC
014	001	BUILDING	\$220,646	BLDG BPP	RC
014	001	BUSINESS PERSONAL PROPERTY	\$658,268	BLDG BPP	RC
014	002	BUILDING	\$81,877	BLDG BPP	RC
014	002	BUSINESS PERSONAL PROPERTY	\$36,302	BLDG BPP	RC
015	001	BUILDING	\$356,869	BLDG BPP	RC
015	002	BUILDING	\$1,209,927	BLDG BPP	RC
015	003	BUILDING	\$14,407	BLDG BPP	RC
015	004	BUILDING	\$14,407	BLDG BPP	RC
015	005	BUILDING	\$14,407	BLDG BPP	RC
015	006	BUILDING	\$14,407	BLDG BPP	RC
015	007	BUILDING	\$14,407	BLDG BPP	RC
015	008	BUILDING	\$14,407	BLDG BPP	RC
015	009	BUILDING	\$14,407	BLDG BPP	RC
015	010	BUILDING	\$14,407	BLDG BPP	RC
016	001	BUILDING	\$1,947,762	BLDG BPP	RC

LOCATION SCHEDULE

POLICY NUMBER: s 2166184

AAIS
CO 50 01 04 14

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

Coverage provided by the Commercial Output Program coverage parts applies only to the "covered locations" described below. Refer to "schedule of coverages" for applicable "limits", additional coverages, and if applicable, coinsurance percentage. Any covered property described below that is shown as Scheduled is not part of any blanket coverage "limit".

SCHEDULE

Loc. No.	Bldg. No.	Covered Property (describe)	Limit	Blanket Type or Scheduled	Valuation
016	001	BUSINESS PERSONAL PROPERTY	\$160,000	BLDG BPP	RC
016	002	BUILDING	\$1,765,171	BLDG BPP	RC
016	003	BUILDING	\$146,087	BLDG BPP	RC
016	004	BUILDING	\$486,936	BLDG BPP	RC
016	005	BUILDING	\$1,765,161	BLDG BPP	RC
016	006	BUILDING	\$365,207	BLDG BPP	RC
016	007	BUILDING	\$620,849	BLDG BPP	RC
016	008	BUILDING	\$486,942	BLDG BPP	RC
016	009	BUILDING	\$1,217,351	BLDG BPP	ACV
016	010	BUILDING	\$328,693	BLDG BPP	RC
016	010	BUSINESS PERSONAL PROPERTY	\$500,000	BLDG BPP	RC
016	011	BUILDING	\$1,826,028	BLDG BPP	RC
016	012	BUILDING	\$3,652,049	BLDG BPP	RC
016	013	BUILDING	\$243,468	BLDG BPP	RC
016	014	BUILDING	\$121,739	BLDG BPP	RC
016	015	BUILDING	\$1,217,351	BLDG BPP	RC
016	016	BUILDING	\$8,521,456	BLDG BPP	RC
016	017	BUILDING	\$1,460,826	BLDG BPP	RC
016	018	BUILDING	\$1,765,171	BLDG BPP	RC
016	019	BUILDING	\$1,369,522	BLDG BPP	RC
017	001	BUILDING	\$693,052	BLDG BPP	RC
017	001	BUSINESS PERSONAL PROPERTY	\$84,224	BLDG BPP	RC
018	001	BUILDING	\$344,101	BLDG BPP	ACV
018	001	BUSINESS PERSONAL PROPERTY	\$4,719	BLDG BPP	RC
021	001	BUILDING	\$2,062,200	BLDG BPP	RC
021	001	BUSINESS PERSONAL PROPERTY	\$109,034	BLDG BPP	RC
022	001	BUILDING	\$108,782	BLDG BPP	RC
022	001	BUSINESS PERSONAL PROPERTY	\$8,469	BLDG BPP	RC
022	002	BUILDING	\$376,170	BLDG BPP	RC
023	001	BUILDING	\$27,040	BLDG BPP	RC
024	001	BUILDING	\$644,211	BLDG BPP	RC
025	001	BUILDING	\$1,325,247	BLDG BPP	RC
026	001	BUILDING	\$1,325,247	BLDG BPP	RC
027	001	BUILDING	\$49,932	BLDG BPP	RC
028	001	BUILDING	\$8,188	BLDG BPP	RC
028	002	BUILDING	\$25,996	BLDG BPP	RC
029	001	BUILDING	\$512,614	BLDG BPP	RC
030	001	BUILDING	\$1,050,201	BLDG BPP	RC
032	001	BUILDING	\$1,052,132	BLDG BPP	RC
033	001	BUILDING	\$68,974	BLDG BPP	RC
034	001	BUILDING	\$68,974	BLDG BPP	RC
035	001	BUILDING	\$27,878	BLDG BPP	RC
036	001	BUILDING	\$8,609	BLDG BPP	RC
037	001	BUILDING	\$232,057	BLDG BPP	RC

LOCATION SCHEDULE

POLICY NUMBER: s 2166184

AAIS
CO 50 01 04 14

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

Coverage provided by the Commercial Output Program coverage parts applies only to the "covered locations" described below. Refer to "schedule of coverages" for applicable "limits", additional coverages, and if applicable, coinsurance percentage. Any covered property described below that is shown as Scheduled is not part of any blanket coverage "limit".

SCHEDULE

Loc. No.	Bldg. No.	Covered Property (describe)	Limit	Blanket Type or Scheduled	Valuation
038	001	BUILDING	\$4,164,236	BLDG BPP	RC
038	001	BUSINESS PERSONAL PROPERTY	\$3,406,000	BLDG BPP	RC
038	002	BUILDING	\$260,270	BLDG BPP	RC
039	001	BUILDING	\$443,921	BLDG BPP	RC
039	001	BUSINESS PERSONAL PROPERTY	\$363,014	BLDG BPP	RC
039	002	BUILDING	\$444,840	BLDG BPP	RC
040	001	BUILDING	\$29,149	BLDG BPP	RC
041	001	BUILDING	\$19,437	BLDG BPP	RC
042	001	BUILDING	\$21,037	BLDG BPP	RC
043	001	BUSINESS PERSONAL PROPERTY	\$48,402	BLDG BPP	RC
044	001	BUILDING	\$2,672,417	BLDG BPP	RC
045	001	BUILDING	\$14,017	BLDG BPP	RC
045	001	BUSINESS PERSONAL PROPERTY	\$96,804	BLDG BPP	RC
046	001	BUILDING	\$66,508	BLDG BPP	RC
047	001	BUILDING	\$151,857	BLDG BPP	RC
048	001	BUILDING	\$63,728	BLDG BPP	RC
049	001	BUILDING	\$68,033	BLDG BPP	RC
050	001	BUILDING	\$17,755	BLDG BPP	RC
051	001	BUILDING	\$25,737	BLDG BPP	RC
052	001	BUILDING	\$1,638,218	BLDG BPP	RC
053	001	BUSINESS PERSONAL PROPERTY	\$56,436	BLDG BPP	RC
054	001	BUILDING	\$496,092	BLDG BPP	RC
055	001	BUILDING	\$1,040,077	BLDG BPP	RC
056	001	BUILDING	\$213,789	BLDG BPP	RC
057	001	BUILDING	\$175,971	BLDG BPP	ACV
058	001	BUILDING	\$221,263	BLDG BPP	RC
059	001	BUILDING	\$165,517	BLDG BPP	RC
060	001	BUILDING	\$181,195	BLDG BPP	RC
061	001	BUILDING	\$165,517	BLDG BPP	RC
062	001	BUILDING	\$221,263	BLDG BPP	RC
063	001	BUILDING	\$185,035	BLDG BPP	RC
064	001	BUILDING	\$2,268,808	BLDG BPP	RC
065	001	BUILDING	\$4,178,735	BLDG BPP	RC
066	001	BUILDING	\$557,284	BLDG BPP	RC
066	001	BUSINESS PERSONAL PROPERTY	\$15,000	BLDG BPP	RC
066	002	BUILDING	\$237,482	BLDG BPP	RC
067	001	BUILDING	\$146,373	BLDG BPP	RC
068	001	BUILDING	\$50,284	BLDG BPP	RC
068	001	BUSINESS PERSONAL PROPERTY	\$50,000	BLDG BPP	RC
069	001	BUILDING	\$54,048	BLDG BPP	RC
071	001	BUILDING	\$139,819	BLDG BPP	RC
072	001	BUILDING	\$304,335	BLDG BPP	RC
073	001	BUILDING	\$165,517	BLDG BPP	RC
074	001	BUILDING	\$164,344	BLDG BPP	RC

LOCATION SCHEDULE

POLICY NUMBER: S 2166184

AAIS
CO 50 01 04 14

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

Coverage provided by the Commercial Output Program coverage parts applies only to the "covered locations" described below. Refer to "schedule of coverages" for applicable "limits", additional coverages, and if applicable, coinsurance percentage. Any covered property described below that is shown as Scheduled is not part of any blanket coverage "limit".

SCHEDULE

Loc. No.	Bldg. No.	Covered Property (describe)	Limit	Blanket Type or Scheduled	Valuation
075	001	BUILDING	\$164,344	BLDG BPP	RC
077	001	BUILDING	\$373,152	BLDG BPP	RC
078	001	BUILDING	\$228,800	SCHEDULED	ACV
079	001	BUILDING	\$624,000	BLDG BPP	RC
083	001	BUILDING	\$346,700	BLDG BPP	RC
083	002	BUILDING	\$394,373	BLDG BPP	RC
083	003	BUILDING	\$276,952	BLDG BPP	RC
083	004	BUILDING	\$126,698	BLDG BPP	RC
083	005	BUILDING	\$12,710	BLDG BPP	RC
083	006	BUILDING	\$246,558	BLDG BPP	RC
083	007	BUILDING	\$145,293	BLDG BPP	RC
083	008	BUILDING	\$53,206	BLDG BPP	RC

COMMERCIAL OUTPUT PROGRAM DESTRUCTIVE TESTING EXCLUSION

POLICY NUMBER:

AAIS
CO 50 11 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE PART

The following is added to **PERILS EXCLUDED, 2.:**

"We" do not pay for an "accident" to any "covered equipment" caused by or resulting from an electrical insulation breakdown test or hydrostatic, pneumatic or gas pressure test.

COMMON POLICY CONDITIONS

AAIS
CL 01 00 03 99

1. **Assignment** — This policy may not be assigned without “our” written consent.
2. **Cancellation** — “You” may cancel this policy by returning the policy to “us” or by giving “us” written notice and stating at what future date coverage is to stop.

“We” may cancel this policy, or one or more of its parts, by written notice sent to “you” at “your” last mailing address known to “us”. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If “we” cancel this policy for nonpayment of premium, “we” will give “you” notice at least ten days before the cancellation is effective. If “we” cancel this policy for any other reason, “we” will give “you” notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

“Your” return premium, if any, will be calculated according to “our” rules. It will be refunded to “you” with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** — A waiver or change of the “terms” of this policy must be issued by “us” in writing to be valid.
4. **Inspections** — “We” have the right, but are not obligated, to inspect “your” property and operations at any time. This inspection may be made by “us” or may be made on “our” behalf. An inspection or its resulting advice or report does not warrant that “your” property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for “our” benefit only.
5. **Examination of Books and Records** — “We” may examine and audit “your” books and records that relate to this policy during the policy period and within three years after the policy has expired.

AMENDATORY ENDORSEMENT INDIANA

AAIS
CL 01 88 03 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

Under the Common Policy Conditions, the Cancellation condition is deleted and replaced by:

Cancellation and Nonrenewal — “You” may cancel this policy by returning it to “us” or by giving “us” written notice and stating at what future date coverage is to stop.

“We” may cancel or not renew this policy by written notice to “you” at the address shown on the “declarations”. Proof of delivery or mailing is sufficient proof of notice.

During the first 90 days this policy is in effect, “we” may cancel for any reason.

If “we” cancel this policy for nonpayment of premium, “we” will give “you” notice at least ten days before cancellation is effective.

If “we” cancel this policy due to fraud or material misrepresentation, “we” will give “you” notice at least 20 days before cancellation is effective.

If “we” cancel this policy for any other reason, “we” will give “you” notice at least 30 days before cancellation is effective.

After this policy has been in effect for more than 90 days, or if it is a renewal of a policy issued by “us”, “we” may cancel this policy only if one or more of the following reasons apply:

- a. The premium has not been paid when due;
- b. There has been a substantial change in the scale of the risk covered by the policy;

- c. “You” have perpetrated a fraud or material misrepresentation upon “us”;
- d. “You” have failed to comply with reasonable safety recommendations; or
- e. Reinsurance of the risk associated with the policy has been cancelled.

If “we” cancel this policy for nonpayment of premium, “we” will give “you” notice at least ten days before cancellation is effective.

If “we” cancel this policy due to fraud or material misrepresentation, “we” will give “you” notice at least 20 days before cancellation is effective.

If “we” cancel this policy due to reasons **b.**, **d.**, or **e.** above after it has been in effect for more than 90 days, “we” will give “you” notice at least 45 days before cancellation is effective.

If “we” do not renew this policy, “we” will give “you” written notice at least 45 days before:

- a. The expiration date of the policy if the coverage is provided for one year or less; or
- b. The anniversary date of the policy if the coverage provided is for more than one year.

“Your” return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

CERTIFIED TERRORISM LOSS

AAIS
CL 06 00 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) To be an act of terrorism;
 - 2) To be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) To have resulted in damage:
 - a) Within the United States; or
 - b) To an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) To have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) To have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) Exclusions that address war, military action, or nuclear hazard; or
 - 2) Any other exclusion; and
 - b. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) Exclusions that address war, military action, or nuclear hazard; or
 - 2) Any other exclusion.

VIRUS OR BACTERIA EXCLUSION

AAIS
CL 07 00 10 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

DEFINITIONS

Definitions Amended —

When “fungus” is a defined “term”, the definition of “fungus” is amended to delete reference to a bacterium.

When “fungus or related perils” is a defined “term”, the definition of “fungus or related perils” is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria —

“We” do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. Any contamination by any virus, bacterium, or other microorganism; or
- b. Any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions** — The Virus or Bacteria exclusion set forth by this endorsement supersedes the “terms” of any other exclusions referring to “pollutants” or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect —

The “terms” of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

AMENDATORY ENDORSEMENT INDIANA

**AAIS
CO 04 21 07 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

Under What Must Be Done In Case Of Loss, Notice and, if applicable, Notice For Crime Coverage in the Crime Coverage Part are amended to include the following:

Notice given by "you" or on "your" behalf to "our" authorized agent is considered notice to "us". Sufficient details must be provided to enable "us" to properly identify "you". However, such notice does not change or waive any other "terms" of this policy.

COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART

AAIS
CO 10 00 10 02

AGREEMENT

In return for “your” payment of the required premium, “we” provide the coverage described herein subject to all the “terms” of the Commercial Output Program. This coverage is also subject to the “schedule of coverages” and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the “schedule of coverages”.

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words “you” and “your” mean the persons or organizations named as the insured on the “schedule of coverages”.
2. The words “we”, “us”, and “our” mean the company providing this coverage.
3. “Accident” means direct physical loss as follows:
 - a. Mechanical breakdown;
 - b. Rupturing or bursting of moving parts of machinery caused by centrifugal force;
 - c. Loss caused by arcing or electrical currents other than lightning;
 - d. Explosion of steam boilers, steam pipes, steam turbines, or steam engines that “you” own or lease or that are operated under “your” control;
 - e. Loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment; or
 - f. Loss to hot water boilers or heaters caused by any condition or occurrence within such equipment.
4. “Business” means the usual business operations occurring at “covered locations” including the tenability of “covered locations” when the selected coverage option includes “rents”.
5. “Computers” means:
 - a. “Hardware” owned by “you” or in “your” care, custody, or control; or
 - b. “Software”.
6. “Computer hacking” means an unauthorized intrusion by an individual or group of individuals, whether employed by “you” or not, into a “computer”, a Web site, or a “computer” network and that results in but is not limited to:
 - a. Deletion, destruction, generation, or modification of “software”;
 - b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of “software”;
 - c. Observation, scanning, or copying of “data records”, “programs and applications”, and “proprietary programs”;
 - d. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any “hardware” or “media” used with “hardware”; or
 - e. Denial of access to or denial of services from “computers”, “computer” network, or Web site including related “software”.
7. “Computer virus” means the introduction into a “computer”, “computer” network, or Web site of any malicious, self-replicating electronic data processing code or other code and that is intended to result in, but is not limited to:
 - a. Deletion, destruction, generation, or modification of “software”;
 - b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of “software”;
 - c. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any “hardware” or “media” used with “hardware”; or
 - d. Denial of access to or denial of services from “computers”, “computer” network, or Web site including related “software”.

8. "Covered equipment", unless otherwise specified in a schedule, means equipment:

- a. That generates, transmits, or utilizes energy; or
- b. Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Such equipment must be covered property, except as specifically provided for under Utility Service Interruption coverage and the Spoilage Coverage Part.

"Covered equipment" does not mean:

- a. Equipment manufactured by "you" for sale;
 - b. Buildings, structures, or compartments that cover or house "covered equipment";
 - c. Foundations that support "covered equipment";
 - d. Sewage and other underground piping and vessels, water piping, or sprinkler system piping. However, "we" cover:
 - 1) Boiler feedwater and condensate return piping; and
 - 2) Water piping for heating, air conditioning, or refrigeration systems;
 - e. "Mobile equipment", including but not limited to draglines or other excavation equipment;
 - f. Aircraft or watercraft and their motors, equipment, and accessories;
 - g. Automobiles, motor trucks, tractors, trailers, and similar conveyances and their motors, equipment, and accessories. However, any property that is stationary, permanently installed at a "covered location", and receives electrical power from an external power supplier will not be considered an automobile, motor truck, tractor, or trailer; or
 - h. "Computers".
9. "Covered location" means any location or premises where "you" have buildings, structures, or business personal property covered under this coverage.

However, if the Scheduled Locations Endorsement is added to this policy, "covered location" means a location that is described on the Location Schedule.

"Covered location" does not mean vehicles containing covered property, except vehicles on or within 1,000 feet of the premises of any covered building or structure.

10. "Data records" means files, documents, and information in an electronic format and that are stored on "media".

11. "Dependent locations" means locations that are operated by others and that "your" "business" depends on, as described below. Dependent locations includes but is not limited to:

a. Contributing locations, these are "your" suppliers' locations or locations of suppliers that deliver services or materials to others for "your" account. Contributing locations do not include suppliers of:

- 1) Water;
- 2) Telecommunications, including but not limited to Internet service providers; or
- 3) Power;

b. Recipient locations, these are locations that receive "your" products;

c. Leader locations, these are locations that attract customers to "your" "business"; or

d. Manufacturing locations, these are locations that make products for delivery to "your" customers under contract of sale.

12. "Fine arts" means bona fide works of art of rarity, historical value, or artistic merit, including but not limited to paintings, etchings, pictures, tapestries, and art glass windows.

13. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from any of these whether driven by wind or not.

14. "Hardware" means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results. "Hardware" includes but not limited to:

- a. Mainframe and mid-range computers and servers;
- b. Personal computers and workstations;
- c. Laptops, palmtops, notebook PCs, other portable computer devices and accessories including, but not limited to, multimedia projectors; and

- d. Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.
15. "Limit" means the amount of coverage that applies.
16. "Media" means an instrument that is used with "hardware" and on which "data records", "programs and applications", and proprietary programs can be recorded or stored. "Media" includes, but is not limited to, films, tapes, cards, discs, drums, cartridges, cells, DVDs, or CD-ROMs.
17. "Mobile equipment" means:
- Contractors' equipment or similar equipment of a mobile or floating nature;
 - Self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - Vehicles designed for highway use that are unlicensed and not operated on public roads.
18. "Money" means currency, bullion, coins, bank notes in current use, and traveler's checks, register checks, and money orders held for sale to the public.
19. "Off-site server" means a server for "your" Web site that is being maintained or operated by and that is located at the premises of:
- An independent contractor acting as "your" Web host; or
 - "Your" Internet service provider that is acting as "your" Web host.
20. "One accident" means:
- When an initial "accident" causes or results in other "accidents", all of the "accidents" will be considered "one accident". All "accidents" that are the result of the same occurrence will be considered "one accident".
21. "Perishable stock" means personal property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
22. "Pollutant" means:
- Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
23. "Programs and applications" means operating programs and applications that "you" purchase and that are:
- Stored on "media"; or
 - Pre-installed and stored in "hardware".
- Applications includes, but is not limited to, programs for word processing, spreadsheet calculations, and graphic design.
24. "Proprietary programs" means proprietary operating programs and applications that "you" developed or that "you" had developed specifically for "you" and that are:
- Stored on "media"; or
 - Installed and stored in "hardware".
25. "Rents" means "your" actual loss of:
- Rental income from a "covered location" as furnished or equipped by "you", less any expenses that do not continue;
 - The fair rental value of any part of a "covered location" that "you" occupy, less any expenses that do not continue; and
 - Other charges for which a tenant is legally obligated and which "you" would otherwise be obligated.
26. "Restoration period" means:
- The time it should reasonably take to resume "your" "business" to a similar level of service starting from the date of a physical loss of or damage to property at a "covered location" that is caused by a covered peril and ending on the date:
 - The property should be rebuilt, repaired, or replaced; or
 - Business is resumed at a new permanent location.

This is not limited by the expiration date of the policy.
 - The "restoration period" also means the increased time required to comply with the enforcement of any ordinance, law, or decree that:
 - Regulates the construction, use, or repair of any property; or

- 2) Requires the demolition of any property, in part or in whole, not damaged by a covered peril.

However, except as provided under Supplemental Income Coverage, Pollutant Cleanup and Removal, “we” do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires “you” or anyone else 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 ordinance, law, or decree must be in force at the time of loss.

- c. Only as regards coverage described under Dependent Locations in the Supplemental Income Coverages, “restoration period” also means the time it should reasonably take to resume “your” “business” starting from the date of direct physical loss of or damage to a “dependent location” caused by a covered peril, and ending on the date:

- 1) The property at the “dependent location” should be rebuilt, repaired, or replaced; or
- 2) Business is resumed at a new, permanent location.

This is not limited by the expiration date of the policy.

- d. Only as regards coverage described under Off Premises Utility Service Interruption; and Property In Transit, On Exhibition, or In the Custody Of Sales Representatives in the Supplemental Income Coverages, “restoration period” also means the time it should reasonably take to resume “your” “business” starting from the date of direct physical loss of or damage caused by a covered peril to:

- 1) Property not located at a “covered location” and that is owned by a utility, a landlord, or another utility supplier;
- 2) The “off-site server” for “your” Web site or the location that houses the “off-site server” for “your” Web site;
- 3) Property in transit, on exhibition, or in the custody of sales representatives;

and ending on the date the property should be rebuilt, repaired, or replaced. This is not limited by the expiration date of the policy.

27. “Schedule of coverages” means:

- a. All pages labeled schedule of coverages or schedules which pertain to this coverage; and
- b. Declarations or supplemental declarations which pertain to this coverage.

28. “Securities” means negotiable and nonnegotiable instruments or contracts representing either “money” or other property. This includes, but is not limited to, stock certificates; tokens, tickets, revenue, or stamps (whether represented by actual stamps or unused value in a meter) in current use; and evidences of debt used in connection with charge, credit, or debit cards that are not issued by “you”, but does not include “money”.

29. “Sinkhole collapse” means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

30. “Software” means:

- a. “Media”;
- b. “Data records”;
- c. “Programs and applications”; and
- d. “Proprietary programs”.

31. “Specified perils” means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; “sinkhole collapse”; smoke; sonic boom; vandalism; vehicles; “volcanic action”; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. Business personal property in the open; or
- b. To the interior of buildings or structures, or business personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

32. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid or molten material, chemical reactions to material in process, and reduction in value of time sensitive materials.
33. "Terms" are all provisions, limitations, exclusions, conditions, and definitions that apply.
34. "Theft" means any act of stealing, including burglary or robbery.
35. "Valuable papers" means documents, manuscripts, or records that are inscribed, printed, or written. This includes, but is not limited to, abstracts, books, deeds, drawings, films, maps, or mortgages.
36. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

"We" cover direct physical loss to covered property at a "covered location" caused by a covered peril.

BUILDING PROPERTY

1. **Covered Building Property** — Covered Building Property means buildings and structures and:
- Completed additions;
 - Fixtures, machinery, and equipment which are a permanent part of a covered building or structure;
 - Outdoor fixtures;
 - Personal property owned by "you" and used to maintain or service a covered building or structure or its premises. This includes air-conditioning equipment; fire extinguishing apparatus; floor coverings; and appliances for refrigerating, cooking, dish washing, and laundering;
 - If not covered by other insurance, buildings and additions to buildings under construction, alteration, and repair including:

- Materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a "covered location", intended and designated for use in the construction, alteration, and repair of buildings or additions to buildings; and
 - "Your" contractual liability for the interest of contractors and sub-contractors in buildings and additions to buildings under construction, alteration, and repair such as materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a "covered location", intended and designated for use in the construction, alteration, and repair of buildings or additions to buildings;
- f. Building glass;
- g. The following property if it is located on or within 1,000 feet of a covered building or structure:
- Radio and television towers, antennas, satellite dishes, masts, lead-in wiring, and guy wires. This includes foundations and any other property that is permanently attached to any of these types of property;
 - Awnings or canopies; and
 - Fences;
- h. Signs, whether or not they are attached to covered buildings, or structures; or
- i. Foundations of buildings, structures, machinery, or boilers.

2. **Building Property That Is Not Covered** — Except as provided under Supplemental Coverages - Underground Pipes, Pilings, Bridges and Roadways, Covered Building Property does not include:

- Pilings, piers, wharves, docks, or retaining walls;
- Underground pipes, flues, or drains; and
- Bridges, walkways, roadways, and other paved surfaces.

BUSINESS PERSONAL PROPERTY

1. **Covered Business Personal Property** — Covered business personal property means "your" business personal property in buildings or structures at a "covered location" or in the open (or in vehicles) on or within 1,000 feet of a "covered location". This includes:

- a. "Your" use interest as a tenant in improvements to the buildings or structures. Improvements are fixtures, alterations, installations, or additions:

- 1) To a building or structure "you" occupy but do not own; and
- 2) Made or acquired at "your" expense and which cannot be legally removed by "you".

"We" also cover "your" interest as a tenant in undamaged improvements that "you" lose because "your" lease has been canceled by the lessor as a result of damage to the building or structure "you" occupy but do not own. The damage to the building must be caused by a covered peril;

- b. Leased personal property which "you" have a contractual responsibility to insure;
- c. "Your" interest in personal property of others to the extent of "your" labor, material, and services;
- d. "Computers", if not covered by other insurance;
- e. Personal property which will become a part of "your" installation, fabrication, or erection project while:
- 1) At the site of installation, fabrication, or erection; or
 - 2) While in temporary storage awaiting installation, fabrication, or erection.

Coverage under this provision is not restricted to buildings or structures at a "covered location" or within 1,000 feet of a "covered location";

- f. "Mobile equipment", if not covered by other insurance. Coverage under this provision is not restricted to buildings or structures at a "covered location" or within 1,000 feet of a "covered location"; and
- g. Personal property of others. This means personal property of others that is in "your" care, custody, or control.

Personal property of others includes property that is sold under an installation agreement where "your" responsibility continues until the property is accepted by the buyer.

"Our" payment for loss to personal property of others will only be for the benefit of the owners of the personal property.

2. **Business Personal Property That Is Not Covered** — Covered business personal property does not include:

- a. "Off-site server"; and
- b. Except as provided under Supplemental Marine Coverages;
 - 1) Personal property in transit as described under Property In Transit;
 - 2) "Fine arts" as described under Fine Arts;
 - 3) "Computers" while away from a "covered location" as described under Off Premises Computers;
 - 4) Property while temporarily on display or exhibit as described under Property On Exhibition;
 - 5) Samples of "your" stock as described under Sales Representative Samples; and
 - 6) Duplicate or back-up "software" as described under Software Storage.

PROPERTY NOT COVERED

1. **Airborne or Waterborne Property** — "We" do not cover airborne or waterborne personal property unless the property is being transported by regularly scheduled airlines or ferry service.
2. **Aircraft or Watercraft** — "We" do not cover aircraft or watercraft (and their motors, equipment, and accessories) that are operated principally away from a "covered location". However, "we" do cover:
 - a. Aircraft or watercraft (and their motors, equipment, and accessories) that "you" manufacture, process, warehouse, or hold for sale; and
 - b. Rowboats or canoes out of water at a "covered location".
3. **Animals** — "We" do not cover animals, including but not limited to birds and fish, unless owned by others and boarded by "you". "We" do cover animals "you" own and hold for sale while inside of buildings.
4. **Automobiles and Vehicles** — "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed and used for over-the-road transportation of people or cargo.

"We" do cover:

- a. "Mobile equipment" described under Business Personal Property; and
 - b. Automobiles and vehicles that "you" manufacture, process, or warehouse. However, "we" do not cover automobiles or vehicles held for sale, lease, loan or rental.
5. **Checked Luggage** — "We" do not cover loss resulting from "theft" or disappearance of a laptop, palmtop, notebook PC, or any portable "computer" while in transit as checked luggage.
6. **Contraband** — "We" do not cover contraband or property in the course of illegal transportation or trade.
7. **Cost of Excavation** — "We" do not cover the cost of excavations, grading, filling, or backfilling. However, if a covered loss occurs to covered property below the surface of the ground, "we" cover costs that are a necessary part of the repairing, rebuilding, or replacement of the property.
8. **Crops While Outside of Buildings** — "We" do not cover grain, hay, straw, or other crops while outside of buildings.
9. **Exports and Imports** — "We" do not cover exported or imported property that is covered under any ocean marine cargo insurance policy or any similar policy that anyone has obtained covering exports and imports.
10. **Land, Water, and Growing Crops** — "We" do not cover:
- a. Land, including but not limited to land on which the covered property is located;
 - b. Underground or surface water; or
 - c. Growing crops.
11. **Money, Securities, Accounts, and Valuable Papers** — Except as provided elsewhere in this policy, "we" do not cover "money", "securities", accounts, bills, and the cost to reproduce, replace, or restore "valuable papers" and lost information.
12. **Outdoor Trees, Shrubs, Plants, or Lawns** — Except as provided under Supplemental Coverages - Trees, Shrubs, and Plants, "we" do not cover trees, shrubs, plants, or lawns (other than stock).

13. **Property More Specifically Insured** — "We" do not cover property which is more specifically insured in whole or in part by any other insurance. "We" do cover the amount in excess of the amount due from the more specific insurance whether "you" can collect on it or not.

14. **Property of Others** — "We" do not cover property of others for which "you" are responsible as:

- a. A carrier for hire; or
- b. An arranger of transportation. This includes carloaders, consolidators, brokers, freight forwarders, or shipping associations.

15. **Property You Have Sold** — "We" do not cover property that "you" have sold after it has been delivered. This does not include property which "you" have sold under an installation agreement.

COVERAGE EXTENSIONS

The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown in the "schedule of coverages". If a different "limit" is indicated in the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

The following coverage extensions are not subject to and not considered in applying coinsurance when coinsurance conditions are added to this coverage.

1. **Consequential Loss** — "We" pay for "your" consequential loss of undamaged business personal property. Consequential loss means the loss of value of an undamaged part or parts of a product which becomes unmarketable. It must be unmarketable due to a physical loss to another part or parts of the product caused by a covered peril.

- 2. Debris Removal** — “We” pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:

- a. Extract “pollutants” from land or water; or
- b. Remove, restore, or replace polluted land or water.

“We” do not pay any more under this coverage than 25% of the amount “we” pay for the direct physical loss. “We” will not pay more for loss to property and debris removal combined than the “limit” for the damaged property.

However, “we” pay up to an additional \$50,000 for debris removal expense when the debris removal expense exceeds 25% of the amount “we” pay for direct physical loss or when the loss to property and debris removal combined exceeds the “limit” for the damaged property.

“We” do not pay any expenses unless they are reported to “us” in writing within 180 days from the date of direct physical loss to covered property.

- 3. Emergency Removal** — “We” pay for any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril. This coverage applies for up to 365 days after the property is first moved, but does not extend past the date on which this policy expires.

- 4. Emergency Removal Expenses** — “We” pay up to \$5,000 for “your” expenses to move or store covered property to prevent a loss caused by a covered peril. This coverage applies for up to 365 days after the property is first moved, but does not extend past the date on which this policy expires.

The “limit” for Emergency Removal Expenses is separate from, and not part of, the applicable “limit” for coverage described under Property Covered.

- 5. Fraud and Deceit** — “We” pay up to \$5,000 for “theft” of covered property when “you”, “your” agents, customers, or consignees are fraudulently induced to part with the covered property:

- a. To persons who falsely represent themselves as the proper persons to receive the property; or
- b. By the acceptance of fraudulent bills of lading or shipping receipts.

- 6. Damage From Theft** — “We” cover direct physical damage caused by “theft” or attempted “theft” to:

- a. A building that “you” do not own and that contains “your” business personal property; or
- b. Personal property not owned by “you” within such building and that is used to maintain or service the building or structure or its premises.

This coverage extension only applies to a location where “you” are a tenant and the terms of “your” lease make “you” liable for damage caused by “theft” or attempted “theft”.

7. Off Premises Utility Service Interruption

- a. Coverage** — “We” cover direct physical loss or damage caused by the interruption of an off premises utility service when the interruption:

- 1) Results in the direct physical loss or damage to covered property located at a “covered location”; and
- 2) Is a result of direct physical loss or damage by a covered peril to property that is not located at a “covered location” and that is owned by a utility, a landlord, or another supplier who provides “you” with:

- a) Power or gas;
- b) Telecommunications, including but not limited to Internet access; or
- c) Water, including but not limited to waste water treatment.

- b. Overhead Transmission Lines** — If the “schedule of coverages” indicates that overhead transmission lines are excluded, coverage under this extension does not include loss to overhead transmission lines that deliver utility service to “you”. Overhead transmission lines include, but are not limited to:

- 1) Overhead transmission and distribution lines;
- 2) Overhead transformers and similar equipment; and
- 3) Supporting poles and towers.

c. Perishable Stock Exclusion — Coverage under this extension does not include loss of “perishable stock” due to “spoilage” that results from:

- 1) Complete or partial lack of electrical power; or
- 2) Fluctuation of electrical current.

d. Applicable Limit — The most “we” pay in any one occurrence under this Coverage Extension is \$50,000.

SUPPLEMENTAL COVERAGES

The following Supplemental Coverages indicate an applicable “limit”. This “limit” may also be shown in the “schedule of coverages”. If a different “limit” is indicated in the “schedule of coverages”, that “limit” will apply instead of the “limit” shown below.

However, if no “limit” is indicated for a Supplemental Coverage, coverage is provided up to the full “limit” for the applicable covered property unless a different “limit” is indicated on the “schedule of coverages”.

Unless otherwise indicated, a “limit” for a Supplemental Coverage provided below is separate from, and not part of, the applicable “limit” for coverage described under Property Covered. The “limit” available for coverage described under a Supplemental Coverage:

- a. Is the only “limit” available for the described coverage; and
- b. Is not the sum of the “limit” indicated for a Supplemental Coverage and the “limit” for coverage described under Property Covered.

The “limit” provided under a Supplemental Coverage cannot be combined or added to the “limit” for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

Unless otherwise stated, each supplemental coverage:

- a. Applies to covered property in or on buildings or structures at a “covered location” or in the open (or in vehicles) within 1,000 feet of a “covered location”; and
- b. Is not subject to and not considered in applying coinsurance when coinsurance conditions are added to this coverage.

1. Brands or Labels Expense — If covered business personal property is damaged and the damage is caused by a covered peril, “we” have the option to take all or any part of the damaged business personal property at the agreed or appraised value. “You” may stamp salvage or remove any brands or labels from the property or its containers. “You” must not damage the property or containers when “you” remove the brands or labels. “You” must re-label the merchandise or its containers if required by law.

The most “we” pay in any one occurrence for “your” expenses for stamping or removing brands or labels is \$50,000.

2. Expediting Expenses — When a covered peril occurs to covered property, “we” pay for reasonable expenses necessary to expedite permanent repairs or replacement and make temporary repairs to damaged covered property. Expediting expenses include additional labor or overtime, and transportation costs.

The most “we” pay for all expediting expenses in any one occurrence is \$50,000.

3. Fire Department Service Charges — “We” pay up to \$25,000 to cover “your” liability, assumed by contract or agreement prior to the loss, for fire department service charges.

This coverage is limited to charges incurred when the fire department is called to save or protect covered property from a covered peril.

No deductible applies.

4. Inventory and Appraisal Expense — “We” pay up to \$50,000 for reasonable expenses, for the taking of inventory and appraisals, incurred by “you” at “our” request to assist “us” in the determination of the amount of a loss caused by a covered peril.

“We” do not pay for:

- a. Any expenses incurred under the Other Conditions, Appraisal section of this coverage; or
- b. Any public adjusters’ fees or attorneys’ fees.

5. Ordinance or Law (Undamaged Parts of a Building) — When a covered peril occurs to a covered building or structure, “we” pay for the value of undamaged parts of a covered building or structure that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:

- a. Requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a covered peril;
- b. Regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at a "covered location"; and
- c. Is in force at the time of loss.

"We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants".

This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

6. Ordinance or Law (Increased Cost to Repair and Cost to Demolish and Clear Site) —

- a. **Increased Cost to Repair** — When a covered peril occurs to a covered building or structure, "we" cover the:

- 1) Increased cost to repair, rebuild, or reconstruct damaged portions of a covered building or structure; and
- 2) Increased cost to repair, rebuild, or reconstruct undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished;

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to a covered building or structure.

If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.

"We" do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.

- b. **Cost to Demolish and Clear Site** — "We" cover the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to a covered building or structure.

- c. **We Do Not Cover** — "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that:

- 1) Requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants"; or
- 2) "You" were required to comply with before the covered peril occurred to a covered building or structure, even if the building or structure was undamaged and "you" failed to comply with the ordinance, law, or decree.

- d. **What We Pay If The Building Is Repaired or Replaced** — If the covered building or structure is repaired or replaced, "we" pay the lesser of:

- 1) The amount "you" actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or
- 2) \$100,000.

- e. **What We Pay If The Building Is Not Repaired or Replaced** — If the covered building or structure is not repaired or replaced, "we" pay the lesser of:

- 1) The amount "you" actually spend to demolish and clear the site; plus the cost "you" would have incurred to replace the damaged or destroyed property with other property:
 - a) Of like kind, and quality;
 - b) Of the same height, floor area, and style; and
 - c) Used for the same purpose; or
- 2) \$100,000.

- 7. Personal Effects** — “We” cover direct physical loss caused by a covered peril to personal effects owned by “you”, “your” officers, “your” partners, or “your” employees.

The most “we” pay for loss to personal effects in any one occurrence or at any one “covered location” is \$15,000.

- 8. Pollutant Cleanup and Removal** — “We” pay “your” expense to extract “pollutants” from land or water if the discharge, dispersal, seepage, migration, release, or escape of the “pollutants” is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to “us” in writing within 180 days from the date the covered peril occurs.

“We” do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of “pollutants”. However, “we” pay the cost of testing which is necessary for the extraction of “pollutants” from land or water.

The most “we” pay for each site or “covered location” is \$50,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

- 9. Recharge of Fire Extinguishing Equipment** — “We” pay up to \$50,000 to cover “your” incurred expenses to recharge “your” automatic fire extinguishing equipment or hand held fire extinguishing equipment when the equipment is discharged:

- a. To fight a fire;
- b. As a result of a covered peril; or
- c. As a result of an accidental discharge.

However, “we” do not pay for “your” expenses to recharge equipment as a result of a discharge during testing or installation.

If it is less expensive to do so, “we” will pay “your” costs to replace “your” automatic fire extinguishing equipment or hand held fire extinguishing equipment rather than recharge the equipment.

- 10. Rewards** — “We” pay up to \$10,000 as a reward for information that leads to a conviction for arson, “theft”, or vandalism. The conviction must involve a covered loss caused by arson, “theft”, or vandalism.

The amount “we” pay is not increased by the number of persons involved in providing the information.

- 11. Sewer Backup and Water Below the Surface** — “We” cover direct physical loss caused by:

- a. Water that backs up through a sewer or drain; or
- b. Water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

The most “we” pay for loss caused by sewer backup and water below the surface in any one occurrence is \$25,000.

- 12. Trees, Shrubs, and Plants** — “We” cover direct physical loss (and debris removal expenses) to outdoor trees, shrubs, plants, and lawns at a “covered location”. “We” only cover loss caused by:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot or civil commotion;
- e. Falling objects; or
- f. Vandalism.

The most “we” pay for loss to trees, shrubs, and plants in any one occurrence is \$50,000.

Coverage under this supplemental coverage does not apply to property held for sale by “you”.

- 13. Underground Pipes, Pilings, Bridges, and Roadways** — “We” cover direct physical loss caused by a covered peril to:

- a. Pilings, piers, wharves, docks, or retaining walls;
- b. Underground pipes, flues, or drains; and
- c. Bridges, walkways, roadways, and other paved surfaces.

The most “we” pay under this Supplemental Coverage in any one occurrence or at any one “covered location” is \$250,000.

SUPPLEMENTAL MARINE COVERAGES

The following Supplemental Marine Coverages indicate an applicable "limit". This "limit" may also be shown in the "schedule of coverages". If a different "limit" is indicated in the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Marine Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Marine Coverage provided below is separate from, and not part of the applicable "limit" for coverage described under Property Covered. The "limit" available for coverage described under a Supplemental Marine Coverage:

- a. Is the only "limit" available for the described coverage; and
- b. Is not the sum of the "limit" indicated for a Supplemental Marine Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Marine Coverage cannot be combined or added to the "limit" for any other Supplemental Marine Coverage, Supplemental Coverage, or Coverage Extension including a Supplemental Marine Coverage, Supplemental Coverage, or Coverage Extension that is added to this policy by endorsement.

The following supplemental marine coverages are not subject to and not considered in applying coinsurance when coinsurance conditions are added to this coverage.

1. **Accounts Receivable** — "We" pay up to \$50,000 to cover losses and expenses that "you" incur as a result of a direct physical loss caused by a covered peril to "your" records of accounts receivable.

Losses and expenses under this coverage means:

- a. All sums due "you" from customers, provided "you" are unable to effect collection;
- b. Interest charges on any loan used to offset impaired collections pending "our" payment of such sums;

- c. Collection expenses in excess of normal collection costs made necessary because of loss or damage; and
- d. Other reasonable expenses incurred by "you" in recreating records of accounts receivable following such loss or damage.

2. **Electrical or Magnetic Disturbance of Computers** — "We" cover direct physical loss to "computers" caused by electrical or magnetic disturbance that results in electrical or magnetic damage to "computers" and damage to, disturbance of, or erasure of electronic records.

This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

3. **Power Supply Disturbance of Computers** — "We" cover direct physical loss to "computers" caused by power supply disturbance such as interruption of power supply, power surge, blackout, or brownout.

This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

4. **Virus and Hacking Coverage** — "We" cover direct physical loss to covered "computers", "your" "computer" network and "your" Web site caused by a "computer virus" or by "computer hacking". However, "we" do not cover:

- a. Loss of exclusive use of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
- b. Loss of or reduction in economic or market value of any "data records" or "proprietary programs" that have been copied, scanned, or altered;
- c. Theft from "your" "data records" or "proprietary programs" of confidential information through the observation of the "data records" or "proprietary programs" by accessing covered "computers", "your" computer network, or "your" Web site without any alteration or other physical loss or damage to the records or programs.

Confidential information includes, but is not limited to, customer information, processing methods, or trade secrets; and

- d. Except as provided under the Supplemental Income Coverages section of the Commercial Output Program - Income Coverage Part (if attached to this policy), denial of access to or services from "computers", "your" "computer" network, or "your" Web site.

The most “we” pay in any one occurrence under this Supplemental Marine Coverage is \$25,000.

The most “we” pay for all covered losses under this Supplemental Marine Coverage during each separate 12-month period of this policy is \$50,000.

5. Fine Arts — “We” cover direct physical loss caused by a covered peril to “your” “fine arts” at a “covered location”. “We” also cover “your” “fine arts” while:

- a. Temporarily on display or exhibit away from a “covered location”; or
- b. In transit between a “covered location” and a location where the “fine arts” will be temporarily on display or exhibit.

The most “we” pay for loss to “fine arts” in any one occurrence or at any one “covered location” is \$100,000.

6. Off Premises Computers — “We” cover direct physical loss caused by a covered peril to “computers” in the custody of “you”, “your” officers, “your” partners, or “your” employees, while:

- a. Away from a “covered location”; or
- b. In transit between a “covered location” and “you”, “your” officers, “your” partners, or “your” employees.

The most “we” pay in any one occurrence for loss to off premises “computers” is \$25,000.

7. Property on Exhibition — “We” cover direct physical loss caused by a covered peril to business personal property while temporarily on display or exhibit at locations “you” do not regularly occupy.

The most “we” pay in any one occurrence for loss to property on exhibition is \$50,000.

8. Property in Transit — “We” cover direct physical loss caused by a covered peril to business personal property while in transit, regardless if the loss involves one or more vehicles, conveyances, containers, trailers, or any combination of these.

- a. **Property You Have Sold** — “We” also cover direct physical loss caused by a covered peril to business personal property that “you” have sold and are shipping at the owner’s risk. “We” only pay for loss to business personal property that “you” have sold when the shipment has been rejected by the owner because:

- 1) The property is damaged; and

- 2) The owner of the property has refused to pay “you”.

- b. **Rejected Shipments** — “We” also cover direct physical loss caused by a covered peril to rejected shipments while in due course of transit back to “you” or while awaiting return shipment to “you”.

- c. **Bills of Lading** — “You” may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

- d. **Perishable Stock** — “We” do not cover loss to “perishable stock” resulting from a breakdown of refrigeration equipment on any vehicle, conveyance, container, or trailer.

The most “we” pay in any one occurrence for loss to property in transit is \$50,000.

9. Sales Representative Samples — “We” cover direct physical loss caused by a covered peril to samples of “your” stock in trade (and containers) and similar property of others.

“We” cover samples of “your” stock in trade while the property is:

- a. In the custody of “your” sales representatives and agents;
- b. In “your” custody while acting as a sales representative; or
- c. In transit between a “covered location” and “your” sales representatives.

The most “we” pay in any one occurrence for loss to samples of “your” stock in trade is \$50,000.

10. Software Storage — “We” cover direct physical loss caused by a covered peril to duplicate and back-up “software” stored at a “software” storage location. Each “software” storage location must be in a separate building which is at least 100 feet away from a “covered location”.

The most “we” pay in any one occurrence for loss to duplicate and back-up “software” is \$50,000.

11. Valuable Papers — “We” pay up to \$100,000 for the cost of research or other expenses necessary to reproduce, replace, or restore lost information that results from a direct physical loss caused by a covered peril to “your” “valuable papers”.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law** — Except as provided under Supplemental Coverages - Ordinance or Law, "we" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) Enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or
- 2) Increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.

- b. **Earth Movement** — "We" do not pay for loss caused by any earth movement (other than "sink-hole collapse") or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to "computers", "mobile equipment", and the Supplemental Marine Coverages.

- c. **Civil Authority** — "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- d. **Nuclear Hazard** — "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- e. **War and Military Action** — "We" do not pay for loss caused by:

- 1) War, including undeclared war or civil war; or
- 2) A warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- f. **Flood** — "We" do not pay for loss caused by "flood". However, "we" do cover the resulting loss if fire, explosion, or sprinkler leakage results.

This exclusion does not apply to "computers", "mobile equipment", and the Supplemental Marine Coverages.

- g. Utility Failure** — Except as provided under Coverage Extensions - Off Premises Utility Service Interruption, “we” do not pay for loss caused by or resulting from the failure of a utility to supply electrical power or other utility service to a “covered location”, however caused, if the failure takes place away from the “covered location”.

But if failure of a utility to supply electrical or other utility service to a “covered location” results in a covered peril, “we” cover the loss or damage caused by that covered peril.

This exclusion does not apply to “computers”, “mobile equipment”, and the Supplemental Marine Coverages.

- h. Sewer Backup and Water Below the Surface** — Except as provided under Supplemental Coverages - Sewer Backup and Water Below the Surface, “we” do not pay for loss caused by or resulting from:

- 1) Water that backs up through a sewer or drain; or
- 2) Water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

But if sewer backup and water below the surface results in fire, explosion, or sprinkler leakage, “we” cover the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to “computers”, “mobile equipment”, and the Supplemental Marine Coverages.

2. “We” do not pay for loss or damage that is caused by or results from one or more of the following excluded causes or events:

- a. Animal Nesting, Infestation, or Discharge** — “We” do not pay for loss caused by nesting, infestation, discharge, or release of waste products or secretions by animals, including but not limited to, birds, insects, or vermin.

But if nesting, infestation, discharge, or release of waste products or secretions by animals results in a “specified peril” or breakage of building glass, “we” cover the loss or damage caused by that “specified peril” or breakage of building glass.

- b. Collapse** — “We” do not pay for loss caused by collapse, except as provided under the Other Coverages, Collapse. But if collapse results in a covered peril, “we” cover the loss or damage caused by that covered peril.

This exclusion does not apply to “computers”, “mobile equipment”, and the Supplemental Marine Coverages.

- c. Computer Virus or Computer Hacking** — Except as provided under Supplemental Marine Coverages - Virus and Hacking Coverage, “we” do not pay for:

- 1) Any direct or indirect loss or damage; or
- 2) Loss of access, loss of use, or loss of functionality

caused by a “computer virus” or by “computer hacking”.

- d. Contamination or Deterioration** — “We” do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a “specified peril” or breakage of building glass, “we” cover the loss or damage caused by that “specified peril” or breakage of building glass.

This exclusion does not apply to loss caused by corrosion, decay, fungus, mildew, mold, rot, or rust to “computers” that results from direct physical damage by a covered peril to the air conditioning system that services “your” “computers”.

- e. Criminal, Fraudulent, Dishonest, or Illegal Acts** — “We” do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) “You”;
- 2) Others who have an interest in the property;
- 3) Others to whom “you” entrust the property;
- 4) “Your” partners, officers, directors, trustees, joint adventurers; or
- 5) The employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for "theft" by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

f. Defects, Errors, and Omissions — "We" do not pay for loss which results from one or more of the following:

- 1) An act, error, or omission (negligent or not) relating to:
 - a) Land use;
 - b) The design, specification, construction, workmanship, installation, or maintenance of property;
 - c) Planning, zoning, development, siting, surveying, grading, or compaction; or
 - d) Maintenance of property (such as land, structures, or improvements);

whether on or off a "covered location";

- 2) A defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair, whether on or off a "covered location";
- 3) The cost to make good an error in design; or
- 4) A data processing error or omission in programming or giving improper instructions.

In addition, "we" do not pay for loss to business personal property caused by deficiencies or defects in design, specifications, materials, or workmanship, or caused by latent or inherent defects.

But if a defect, error, or omission as described above results in a covered peril, "we" cover the loss or damage caused by that covered peril.

g. Electrical Currents — "We" do not pay for loss caused by arcing or by electrical currents other than lightning. But if arcing or electrical currents other than lightning result in fire, "we" cover the loss or damage caused by that fire.

"We" do cover the direct loss by a covered peril which occurs at "covered locations" as a result of any power interruption or other utility services.

This exclusion does not apply to "computers".

h. Steam Boiler Explosion — "We" do not pay for loss caused by an explosion of steam boilers, steam pipes, steam turbines, or steam engines that "you" own or lease or that are operated under "your" control.

But if an explosion of steam boilers, steam pipes, steam turbines, or steam engines results in a fire or combustion explosion, "we" cover the loss or damage caused by that fire or combustion explosion. "We" also cover loss or damage caused by or resulting from the explosion of gas or fuel in a firebox, combustion chamber, or flue.

i. Increased Hazard — "We" do not pay for loss occurring while the hazard has been materially increased by any means within "your" knowledge or "your" control.

j. Loss of Use — "We" do not pay for loss caused by loss of use, delay, or loss of market.

k. Mechanical Breakdown — "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a "specified peril", the breakage of building glass, or an elevator collision, "we" cover the loss or damage caused by that "specified peril", breakage of building glass, or elevator collision.

This exclusion does not apply to "computers".

l. Neglect — "We" do not pay for loss caused by "your" neglect to use all reasonable means to save covered property at and after the time of loss.

"We" do not pay for loss caused by "your" neglect to use all reasonable means to save and preserve covered property when endangered by a covered peril.

m. Pollutants — "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) Unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril" or

- 2) Except as specifically provided under the Supplemental Coverages, Pollutant Cleanup and Removal.

"We" do pay for any resulting loss caused by a "specified peril".

- n. **Seepage** — "We" do not pay for loss caused by continuous or repeated seepage or leakage of water or steam that occurs over a period of 14 days or more.
- o. **Settling, Cracking, Shrinking, Bulging, or Expanding** — "We" do not pay for loss caused by settling, cracking, shrinking, bulging, or expanding of pavements, footings, foundations, walls, ceilings, or roofs. But if settling, cracking, shrinking, bulging, or expanding results in a "specified peril" or the breakage of building glass, "we" cover the loss or damage caused by that "specified peril" or the breakage of building glass.

This exclusion does not apply to "computers" and "mobile equipment".

- p. **Smoke, Vapor, or Gas** — "We" do not pay for loss caused by smoke, vapor, or gas from agricultural smudging or industrial operations.

This exclusion does not apply to "computers" and "mobile equipment".

- q. **Smog** — "We" do not pay for loss caused by smog. But if smog results in a "specified peril" or the breakage of building glass, "we" cover the loss or damage caused by that "specified peril" or the breakage of building glass.

This exclusion does not apply to "computers" and "mobile equipment".

- r. **Temperature/Humidity** — "We" do not pay for loss to:

- 1) Personal property, except as provided under Coverage Extensions — Off Premises Utility Service Interruption; or

- 2) "Perishable stock";

caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature, as described above, results in a "specified peril" or the breakage of building glass, "we" cover the loss or damage caused by that "specified peril" or the breakage of building glass.

"We" do pay for loss to "computers" that results from direct physical damage by a covered peril to the air conditioning system that services "your" "computers".

- s. **Wear and Tear** — "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a "specified peril" or the breakage of building glass, "we" cover the loss or damage caused by that "specified peril" or the breakage of building glass.

- t. **Weather** — "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

But if weather conditions result in a covered peril, "we" cover the loss or damage caused by that covered peril.

- u. **Voluntary Parting** — Except as provided under Coverage Extensions - Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS

1. **Accounts Receivable** — "We" do not cover loss to accounts receivables that is a result of:

- a. An error or omission in bookkeeping, accounting, or billing; or
- b. "Your" discovery of a discrepancy in "your" books or records if an audit or inventory computation is necessary to prove the factual existence of the discrepancy.

2. **Animals** — "We" do not cover loss to animals, including but not limited to birds and fish, except death or destruction of animals held for sale caused by "specified perils" or breakage of building glass.

3. **Boilers** — "We" do not cover loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment. "We" do cover loss to such equipment caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

"We" do not cover loss to hot water boilers or heaters caused by any condition or occurrence within such equipment other than explosion. This exclusion includes bursting, cracking, or rupturing.

- 4. Contamination of Perishable Stock Due to Release of Refrigerant** — "We" do not pay for loss of "perishable stock" due to contamination from the release of a refrigerant, including but not limited to ammonia.
- 5. Furs** — "We" do not cover furs or fur garments for loss by "theft" for more than \$10,000 total in any one occurrence.
- 6. Glassware/Fragile Articles** — "We" do not cover breakage of fragile articles such as glassware and porcelains, except as a result of "specified perils" or breakage of building glass.

This exclusion does not apply to:

- a. Glass that is a part of a building or structure;
 - b. Bottles or other containers held for sale;
 - c. Lenses of photographic and scientific instruments; or
 - d. "Fine arts" as described under Supplemental Marine Coverages.
- 7. Jewelry, Watches, and Precious Stones** — "We" do not cover more than \$10,000 total in any one occurrence for loss by "theft" of jewelry, watches, and precious stones, including but not limited to watch movements, jewels, pearls, and semi-precious stones. This limitation does not apply to items of jewelry, watches, or precious stones worth \$100 or less.
- 8. Missing Property** — "We" do not cover missing property when the only proof of loss is unexplained or mysterious disappearance, or shortage discovered on taking inventory, or other instance where there is no physical evidence to show what happened to the property.

This exclusion does not apply to property in the custody of carriers for hire.

- 9. Personal Property in the Open** — "We" do not cover loss to personal property in the open caused by rain, snow, ice, or sleet.

This exclusion does not apply to "mobile equipment" or to property in the custody of carriers for hire.

- 10. Stamps, Tickets, and/or Letters of Credit** — "We" do not cover more than \$5,000 total in any one occurrence for loss by "theft" to stamps, tickets (such as lottery tickets held for sale), or letters of credit.

- 11. Unauthorized or Fraudulent Transfer** — Except as provided under Coverage Extensions - Fraud and Deceit, "we" do not cover loss of, or loss caused by the transfer or delivery of covered property from a "covered location" or "your" "computer" to a person or place outside of a "covered location" on the basis of unauthorized or fraudulent instructions, including but not limited to instructions transmitted:

- a. By a computer, whether or not owned by "you", or
- b. Via any telecommunications transmission method.

- 12. Valuable Papers** — "We" do not cover loss to "valuable papers" caused by errors or omissions in processing or copying.

OTHER COVERAGES

- 1. Collapse** — "We" pay for loss caused by direct physical loss involving collapse as described in **a.**, **b.**, and **c.** below.
- a. Collapse of a building or structure, any part of a building or structure, or personal property inside a building or structure, if the collapse is caused by one or more of the following:
 - 1) "Specified perils" or breakage of building glass all only as insured against in this Coverage Part;
 - 2) Hidden decay, unless "you" know of the presence of the decay prior to the collapse;
 - 3) Hidden insect or vermin damage, unless "you" know of the damage prior to the collapse;
 - 4) Weight of people or personal property;
 - 5) Weight of rain that collects on a roof; or
 - 6) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.

However, if the collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a peril listed in **1)** through **5)** above, “we” will pay for the loss or damage even if the use of defective material or methods in construction, remodeling, or renovation, contributes to the collapse.

- b.** The following property is covered for loss involving collapse only if the collapse is of a building or structure or any part of a building or structure and is caused by one or more of the causes listed above in **1.a.** or collapse caused by “specified perils” or breakage of building glass all only as insured against in this Coverage Part:
- 1)** Outdoor radio or television antennas (and satellite dishes) and their lead-in wiring, masts, or towers;
 - 2)** Awnings, gutters, and down spouts;
 - 3)** Yard fixtures;
 - 4)** Outdoor swimming pools;
 - 5)** Fences;
 - 6)** Bulkheads, piers, wharves, and docks;
 - 7)** Beach or diving platforms or appurtenances;
 - 8)** Retaining walls that are not part of buildings; and
 - 9)** Bridges, walkways, roadways, and other paved surfaces.
- c.** Collapse means a sudden and unexpected falling in or caving in of a building or structure or any portion of a building or structure with the result that the building or portion of the building cannot be occupied for its intended purpose.
- d.** The following are not considered to be in a state of collapse:
- 1)** A building or structure that is standing or any portion of a building that is standing even if it displays evidence of bending, bulging, cracking, expansion, leaning, sagging, settling, or shrinkage;
 - 2)** A building or structure or any portion of a building structure in danger of falling in or caving; and
 - 3)** A portion of a building or structure that is standing even if it has separated from another portion of the building or structure.

- 2. Tearing Out and Replacing** — When “we” cover buildings or structures and a loss caused by water, other liquids, powder, or molten material is covered, “we” also pay the cost of tearing out and replacing any part of the covered building or structure to repair damage to the system or appliance from which the water or other substance escapes.

“We” also pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage results in discharge of any substance from an automatic fire protection system; or is directly caused by freezing.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. Notice** — In case of a loss, “you” must:
- a.** Give “us” or “our” agent prompt notice including a description of the property involved (“we” may request written notice);
 - b.** Give notice to the police when the act that causes the loss is a crime; and
 - c.** Give notice to the credit card company if the loss involves a credit card.
- 2. Protect Property** — “You” must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. “We” will pay the reasonable costs incurred by “you” for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. “You” must keep an accurate record of such costs. However “we” will not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase “our” “limit”.
- 3. Proof of Loss** — “You” must send “us”, within 60 days after “our” request, a signed, sworn proof of loss. This must include the following information:
- a.** The time, place, and circumstances of the loss;
 - b.** Other policies of insurance that may cover the loss;
 - c.** “Your” interest and the interests of all others in the property involved, including all mortgages and liens;

- d. Changes in title or occupancy of the covered property during the policy period;
 - e. Detailed estimates for repair or replacement of covered property; and
 - f. An inventory of damaged and undamaged covered property showing in detail the quantity, description, cost, actual cash value, and amount of the loss. "You" must attach to the inventory copies of all bills, receipts, and related documents that substantiate the inventory.
4. **Examination** — "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** — "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** — "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** — "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** — "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** — "You" must cooperate with "us" in performing all acts required by the Commercial Output Program coverages.

VALUATION

1. **Replacement Cost** — The value of covered property will be based on replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".

The replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced. "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

This replacement cost provision does not apply to Paragraphs 3. through 13. below.

2. **Actual Cash Value** — When Actual Cash Value is indicated on the "schedule of coverages" for covered property, the value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs 3. through 13. below.
3. **Fine Arts** — The value of "fine arts" will be based on the fair market value at the time of loss.
4. **Glass** — The value of glass will be based on the cost of safety glazing material where required by code, ordinance, or law.
5. **Hardware** — The following is the value of "hardware":
- a. **Hardware That Is Replaced** — The value of "hardware" that is replaced will be based on the cost of replacing the "hardware" with new equipment that is functionally comparable to the "hardware" that is being replaced.
 - b. **Hardware That Is Not Replaced** — The value of "hardware" that is not repaired or replaced will be based on the actual cash value at the time of loss (with a deduction for depreciation).
 - c. **Partial Loss** — In no event will "we" pay more than the reasonable cost of restoring partially damaged "hardware" to its condition directly prior to the damage.
6. **Software** — The following is the value of "software":
- a. **Programs and Applications** — The value of "programs and applications" will be based on the cost to reinstall the "programs or applications" from the licensed discs that were originally used to install the programs or applications.

If the original licensed discs are lost, damaged, or can no longer be obtained, the value of "programs and applications" will be based on the cost of the most current version of the "programs or applications".

- b. Proprietary Programs** — The value of "proprietary programs" will be based on the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.

If duplicate copies do not exist, the value of "proprietary programs" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost "proprietary programs".

- c. Data Records** — The value of "data records" will be based on the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.

If duplicate copies do not exist, the value of "data records" will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost files, documents, and records.

- d. Media** — The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.

- 7. Merchandise Sold** — The value of merchandise that "you" have sold but not delivered will be based on the selling price less all discounts and unincurred expenses.

- 8. Manufactured Stock** — The value of stock manufactured by "you" will be based on the price that such stock would have been sold for, less all discounts and unincurred expenses.

- 9. Pair or Set** — The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

- 10. Loss to Parts** — The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

- 11. Tenant's Improvements** — The value of lost or damaged tenant's improvements and the loss of undamaged tenant's improvements due to the cancellation of a lease will be based on the replacement cost if repaired or replaced at "your" expense within 24 months.

The value of lost or damaged tenant's improvements and the loss of undamaged tenant's improvements due to the cancellation of a lease will be based on a portion of "your" original cost if not repaired or replaced within 24 months. This portion is determined as follows:

- a. Divide the number of days from the date of the loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
- b. Multiply the figure determined in **11.a.** above by the original cost.

If "your" lease contains a renewal option, the expiration of the lease in this procedure will be replaced by the expiration of the renewal option period.

Lost or damaged tenant's improvements and the loss of undamaged tenant's improvements due to the cancellation of a lease are not covered if repaired or replaced at another's expense.

- 12. Valuable Papers** — The value of "valuable papers" will be based on their actual cash value at the time of loss.

- 13. Accounts Receivable** — The value of accounts receivable will be based on the total sum of accounts receivable due. From this total "we" will deduct:

- a. All amounts due from the records of accounts receivable that are not lost;
- b. All amounts due that can be established by other means;
- c. All amounts due that "you" have collected from the records that are lost;
- d. All unearned interest and service charges; and
- e. An amount to allow for bad debts.

If a loss occurs and "you" cannot establish the actual accounts receivable due, it will be determined as follows:

- a. "We" will determine the total of the average monthly accounts receivable amounts for the 12 month period that directly precedes the month in which the loss occurred.

- b. “We” will adjust the total for any normal variance in the accounts receivable amount for the month in which the loss occurred.

HOW MUCH WE PAY

1. **Insurable Interest** — “We” do not cover more than “your” insurable interest in any property.
2. **Deductible** — “We” pay only that part of “your” loss over the deductible amount stated on the “schedule of coverages” in any one occurrence. The deductible applies to the loss before application of any coinsurance or reporting provisions.
3. **Earthquake Period** — All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.
4. **Loss Settlement Terms** — Subject to Paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay and coinsurance provisions (if applicable), “we” pay the lesser of:
 - a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. The “limit” that applies to covered property.
5. **Insurance Under More Than One Coverage** — If more than one coverage of this policy insures the same loss, “we” pay no more than the actual claim, loss, or damage sustained.
6. **Insurance Under More Than One Policy** — “You” may have another policy subject to the same plan, “terms”, conditions, and provisions as this policy. If “you” do, “we” will pay “our” share of the covered loss. “Our” share is the proportion that the applicable “limit” under this policy bears to the “limit” of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, “we” will pay only for the amount of covered loss in excess of the amount due from that other policy, whether “you” can collect on it or not. But “we” will not pay more than the applicable “limit”.

7. **Automatic Increase** — The “limit” on the “schedule of coverages” or the Scheduled Locations Endorsement is automatically increased annually by the annual percentage shown on the “schedule of coverages” or Scheduled Locations Endorsement for Automatic Increase.

LOSS PAYMENT

1. **Our Options** — In the event of loss covered by this coverage form, “we” have the following options:
 - a. Pay the value of the lost or damaged property;
 - b. Pay the cost of repairing or replacing the lost or damaged property;
 - c. Rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - d. Take all or any part of the property at the agreed or appraised value.

“We” must give “you” notice of “our” intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** — “We” will adjust all losses with “you”. Payment will be made to “you” unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with “you” or the filing of an appraisal award with “us”.
3. **Property of Others** — Losses to property of others may be adjusted with and paid to:
 - a. “You” on behalf of the owner; or
 - b. The owner.

If “we” pay the owner, “we” do not have to pay “you”. “We” may also choose to defend any suits arising from the owners at “our” expense.

OTHER CONDITIONS

In addition to the “terms” which are contained in other sections of the Commercial Output Program coverages, the following conditions apply.

1. **Appraisal** — If “you” and “we” do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to “us”, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us”.

2. **Benefit to Others** — Insurance under the Commercial Output Program coverages will not directly or indirectly benefit anyone having custody of “your” property.
3. **Conformity With Statute** — When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Control of Property** — The Commercial Output Policy coverages are not affected by any act or neglect beyond “your” control.
5. **Death** — If “you” die, “your” rights and duties will pass 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.

6. **Liberalization** — If a revision of a form or endorsement which broadens Commercial Output Program coverages without additional premium is adopted during the policy period, or within six months before this coverage is effective, the broadened coverage will apply.

7. **Misrepresentation, Concealment, or Fraud** — These Commercial Output Program coverages are void as to “you” and any other insured if, before or after a loss:

- a. “You” or any other insured have willfully concealed or misrepresented:

- 1) A material fact or circumstance that relates to this insurance or the subject thereof; or
- 2) “Your” interest herein; or

- b. There has been fraud or false swearing by “you” or any other insured with regard to a matter that relates to this insurance or the subject thereof.

8. **Policy Period** — “We” pay for a covered loss that occurs during the policy period.

9. **Recoveries** — If “we” pay “you” for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a. “You” must notify “us” promptly if “you” recover property or receive payment;
- b. “We” must notify “you” promptly if “we” recover property or receive payment;
- c. Any recovery expenses incurred by either are reimbursed first;
- d. “You” may keep the recovered property, but “you” must refund to “us” the amount of the claim paid, or any lesser amount to which “we” agree; and
- e. If the claim paid is less than the agreed loss due to a deductible or other limiting “terms” of this policy, any recovery will be prorated between “you” and “us” based on “our” respective interest in the loss.

10. **Restoration of Limits** — Except as indicated under Supplemental Coverages - Pollutant Cleanup and Removal and Supplemental Marine Coverages - Virus and Hacking Coverage, any loss “we” pay under the Commercial Output Program coverages does not reduce the “limits” applying to a later loss.

- 11. Subrogation** — If “we” pay for a loss, “we” may require “you” to assign to “us” “your” right of recovery against others. “You” must do all that is necessary to secure “our” rights. “We” will not pay for a loss if “you” impair this right to recover.

“You” may waive “your” right to recover from others in writing before a loss occurs.

- 12. Suit Against Us** — No one may bring a legal action against “us” under this coverage unless:

- a. All of the “terms” of the Commercial Output Program coverages have been complied with; and
- b. The suit has been brought within two years after “you” first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

- 13. Territorial Limits** — “We” cover property while in the United States of America, its territories and possessions, Canada, and Puerto Rico.

However, “we” do cover foreign shipments as described under Overseas Transit.

- 14. Mortgage Provisions** — If a mortgagee (mortgage holder) is named in this policy, loss to building property will be paid to the mortgagee and “you” as their interest appears. If more than one mortgagee is named, they will be paid in order of precedence.

The insurance for the mortgagee continues in effect even when “your” insurance may be void because of “your” acts, neglect, or failure to comply with the coverage “terms”. The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify “us”.

If “we” cancel this policy, “we” will notify the mortgagee at least ten days before the effective date of cancellation if “we” cancel for “your” nonpayment of premium, or 30 days before the effective date of cancellation if “we” cancel for any other reason.

“We” may request payment of the premium from the mortgagee if “you” fail to pay the premium.

If “we” pay the mortgagee for a loss where “your” insurance may be void, the mortgagee’s right to collect that portion of the mortgage debt from “you” then belongs to “us”. This does not affect the mortgagee’s right to collect the remainder of the mortgage debt from “you”.

As an alternative, “we” may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee’s interest and any instruments given as security for the mortgage debt.

If “we” choose not to renew this policy, “we” will give written notice to the mortgagee at least ten days before the expiration date of this policy.

- 15. Vacancy - Unoccupancy** — “We” do not pay for loss caused by attempted “theft”; breakage of building glass; sprinkler leakage (unless “you” have protected the system against freezing); “theft”; vandalism; or water damage occurring while the building or structure has been:

- a. Vacant for more than 60 consecutive days; or
- b. Unoccupied for more than:
 - 1) 60 consecutive days; or
 - 2) The usual or incidental unoccupancy period for a “covered location”;

whichever is longer.

The amount “we” will pay will be reduced by 15% for any loss by a covered peril, not otherwise excluded above, if the building or structure is vacant or unoccupied, as described above.

Unoccupied means that the customary activities or operations at a “covered location” are suspended, but business personal property has not been removed. The building or structure will be considered vacant and not unoccupied when the occupants have moved, leaving the building or structure empty or containing only limited business personal property. Buildings or structures under construction are not considered vacant or unoccupied.

COMMERCIAL OUTPUT PROGRAM

INCOME COVERAGE PART

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Coverage provided under this coverage part is also subject to the "terms" and conditions in the Commercial Output Program - Property Coverage Part under the sections titled Agreement, Definitions, Property Not Covered, Perils Covered, Perils Excluded, What Must Be Done In Case Of Loss, Loss Payment, and Other Conditions.

COVERAGE OPTIONS

One of the following described coverage options applies when that option is indicated on the "schedule of coverages":

1. Earnings, "rents", and extra expense.
2. Earnings and extra expense.
3. "Rents" and extra expense.
4. Extra expense only.

If option 1. above is selected, the term Earnings includes "rents". When Option 3. is indicated, the term Earnings means only "rents".

COVERAGE

"We" provide the following coverage unless the coverage is excluded or subject to limitations.

"We" provide the coverages described below during the "restoration period" when "your" "business" is necessarily wholly or partially interrupted by direct physical loss of or damage to property at a "covered location" or in the open (or in vehicles) within 1,000 feet thereof as a result of a covered peril.

If "you" lease, rent, or do not own the building "you" occupy, for the purposes of determining an Income Coverage loss, "your" location is the space that "you" lease, rent, or occupy, including but not limited to:

1. All passageways to "your" location within the building; and
2. "Your" business personal property in the open (or in a vehicle) within 1,000 feet.

EARNINGS

"We" cover "your" actual loss of net income (net profit or loss before income taxes) that would have been earned or incurred and continuing operating expenses normally incurred by "your" "business", including but not limited to payroll expense.

The net sales value of goods that would have been produced is included in net income for manufacturing risks.

EXTRA EXPENSE

"We" cover only the extra expenses that are necessary during the "restoration period" that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered peril.

"We" cover any extra expense to avoid or reduce the interruption of "business" and continue operating at a "covered location", replacement location, or a temporary location. This includes expenses to relocate and costs to outfit and operate a replacement or temporary location.

"We" will also cover any extra expense to reduce the interruption of "business" if it is not possible for "you" to continue operating during the "restoration period".

To the extent that they reduce a loss otherwise payable under this Coverage Part, "we" will cover any extra expenses to:

1. Repair, replace, or restore any property; and
2. Research, replace, or restore information on damaged "valuable papers" or "data records".

EXCLUSIONS AND LIMITATIONS

The following exclusions apply in addition to the exclusions and limitations in the Commercial Output Program - Property Coverage Part.

1. **Finished Stock** — "We" do not cover loss caused by or resulting from loss or damage to stock manufactured by "you" which is ready to pack, ship, or sell. This includes loss caused by or resulting from the time required to reproduce such stock. This does not apply to stock manufactured and held for sale at retail outlets that "you" own and that are insured under this Coverage Part.

- 2. Leases, Licenses, Contracts, or Orders** — “We” do not cover any increase in loss due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.

However, “we” do cover loss during the “restoration period” if the suspension, lapse, or cancellation results directly from the interruption of “your” “business”.

“We” do not cover any extra expense caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders beyond the “restoration period”.

- 3. Strikes, Protests, and Other Interference** — “We” do not cover any increase in loss due to interference by strikers or other persons at a “covered location”. This applies to interference with rebuilding, repairing, or replacing the property or with resuming “your” “business”.

INCOME COVERAGE EXTENSIONS

The following Income Coverage Extensions indicate an applicable “limit” or limitation. This “limit” or limitation may also be shown on the “schedule of coverages”. If a different “limit” or limitation is indicated on the “schedule of coverages”, that “limit” or limitation will apply instead of the “limit” or limitation shown below.

The following Income Coverage Extensions are part of and not in addition to the applicable Income Coverage “limit”.

- 1. Interruption by Civil Authority** — “We” extend “your” coverage for earnings and extra expense to include loss sustained while access to “covered locations” or a “dependent location” is specifically denied by an order of civil authority. This order must be a result of direct physical loss of or damage to property, other than at a “covered location” and must be caused by a covered peril. Unless otherwise indicated on the “schedule of coverages”, this Income Coverage Extension is limited to 30 consecutive days from the date of the order.
- 2. Period of Loss Extension After Business Resumes** — “We” extend “your” coverage for earnings to cover loss from the date the covered property that incurred the loss is rebuilt, repaired, or replaced and “business” is resumed or tenantability is restored until:
- a. The end of 90 consecutive days (unless otherwise indicated on the “schedule of coverages”); or

- b. The date “you” could reasonably resume “your” “business” to the conditions that would generate the earnings amount or “rents” that would have existed had no loss or damage occurred,

whichever is earlier.

Loss of earnings or “rents” must be caused by direct physical loss of or damage to property at a “covered location” or in the open (or in vehicles) within 1,000 feet thereof as a result of a covered peril.

SUPPLEMENTAL INCOME COVERAGES

Unless otherwise indicated, the following Supplemental Income Coverages apply separately to each “covered location”.

The following Supplemental Income Coverages indicate an applicable “limit”. This “limit” may also be shown on the “schedule of coverages”. If a different “limit” is indicated on the “schedule of coverages”, that “limit” will apply instead of the “limit” shown below.

Unless otherwise indicated, a “limit” for a Supplemental Income Coverage provided below is separate from, and not part of, the applicable Income Coverage “limit”. The “limit” available for coverage described under a Supplemental Income Coverage:

- a. Is the only “limit” available for the described coverage; and
- b. Is not the sum of the “limit” indicated for a Supplemental Income Coverage and the Income Coverage “limit”.

The “limit” provided under a Supplemental Income Coverage cannot be combined or added to the “limit” for any other Supplemental Income Coverage.

1. Computer Virus and Hacking —

- a. **Coverage** — Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses caused by a “computer virus” or by “computer hacking” that results in:
- 1) Direct physical loss or damage to covered “computers”, “your” computer network, or “your” Web site; or
- 2) Denial of access to or services from “your” “computer”, “your” computer network, or “your” Web site.

b. Exclusions — “We” do not cover loss of earnings or extra expenses under this Supplemental Income Coverage that results from:

- 1) Loss of exclusive use of any “data records” or “proprietary programs” that have been copied, scanned, or altered;
- 2) Loss of or reduction in economic or market value of any “data records” or “proprietary programs” that have been copied, scanned, or altered; or
- 3) Theft from “your” “data records” or “proprietary programs” of confidential information through the observation of the “data records” or “proprietary programs” by accessing covered “computers”, “your” computer network, or “your” Web site without any alteration or other physical loss or damage to the records or programs.

Confidential information includes, but is not limited to customer information, processing methods, or trade secrets.

c. Waiting Period — Unless otherwise indicated on the “schedule of coverages”, “we” do not pay for “your” loss of earnings under this Supplemental Income Coverage until after the first 12 hours following the direct physical loss of or damage to “your” “computers”, “your” computer network, or “your” Web site. This waiting period does not apply to extra expenses that “you” incur.

d. Applicable Limit — The most “we” pay in any one occurrence under this Supplemental Income Coverage is \$25,000.

The most “we” pay for all covered losses under this Supplemental Income Coverage during each 12-month period of this policy is \$75,000.

2. Dependent Locations — Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses that “you” incur during the “restoration period” when “your” “business” is interrupted by direct physical loss of or damage, caused by a covered peril, to property at a “dependent location”.

The most “we” pay in any one occurrence under this Supplemental Income Coverage is \$100,000.

3. Off Premises Utility Service Interruption —

a. Coverage — Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses that “you” incur during the “restoration period” when “your” “business” is interrupted due to the interruption of an off premises utility services when the interruption is a result of direct physical loss or damage by a covered peril to property that is not located at a “covered location” and that is owned by a utility, a landlord, or another supplier who provides “you” with:

- 1) Power or gas;
- 2) Telecommunications, including but not limited to Internet access; or
- 3) Water, including but not limited to waste water treatment.

b. Overhead Transmission Lines — If the “schedule of coverages” indicates that overhead transmission lines are excluded, coverage under this Supplemental Income Coverage does not include loss to overhead transmission lines that deliver utility service to “you”. Overhead transmission lines include, but are not limited to:

- 1) Overhead transmission and distribution lines;
- 2) Overhead transformers and similar equipment; and
- 3) Supporting poles and towers.

c. Waiting Period — Unless otherwise indicated on the “schedule of coverages”, “we” do not pay for “your” loss of earnings under this Supplemental Income Coverage until after the first 12 hours following the direct physical loss of or damage to the property owned by a utility, a landlord, or another supplier. This waiting period does not apply to extra expenses that “you” incur.

d. Applicable Limit — The most “we” pay in any one occurrence under this Supplemental Income Coverage is \$10,000.

4. Pollutant Cleanup and Removal — When there is a loss to a “covered location” caused by a covered peril, coverage for earnings is extended to loss of earnings during the “restoration period” due to the increased time of interruption of “your” “business” caused by the enforcement of any ordinance, law, or decree that requires “you” to extract “pollutants” from land or water at the “covered location”.

This Supplemental Income Coverage only applies if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" into the land or water at the "covered locations" is caused by a covered peril and occurs during the policy period.

Coverage for earnings is not extended to loss of earnings during the "restoration period" due to the increased time of interruption of "your" "business" caused by the enforcement of any ordinance, law, or decree that requires "you" to test, evaluate, observe, or record the existence, level, or effects of "pollutants". However, "we" cover the increased period of interruption when testing is necessary for the extraction of "pollutants" from land or water.

The ordinance, law, or decree must be in force at the time of loss.

The most "we" pay in any one occurrence or at any one location under this Supplemental Income Coverage is \$25,000.

- 5. Contract Penalty** — Coverage for earnings is extended to cover contract penalties that "you" are assessed or are required to pay because "you" are unable to complete a project or fill an order in accordance with contract terms or conditions.

"Your" inability to complete a project or fill an order on time must be a direct result of physical loss of or damage to covered property caused by a covered peril at a "covered location".

The most "we" pay in any one occurrence under this Supplemental Income Coverage is \$25,000.

The most "we" pay for all covered losses under this Supplemental Income Coverage during each 12-month period of this policy is \$100,000.

- 6. Property In Transit, On Exhibition, or In The Custody Of Sales Representatives** — Coverage for earnings is extended to loss of earnings during the "restoration period" when "your" "business" is interrupted as a result of a direct physical loss, caused by a covered peril, to property in transit, on exhibition, or in the custody of sales representatives as described under the Supplemental Marine Coverages in Commercial Output Program - Property Coverage Part.

The most "we" pay in any one occurrence under this Supplemental Income Coverage is \$10,000.

WHAT MUST BE DONE IN CASE OF LOSS

Other "terms" relating to What Must Be Done In Case Of Loss also apply. These "terms" are described in the Commercial Output Program - Property Coverage Part.

Intent to Continue Business — If "you" intend to continue "your" "business", "you" must resume all or part of "your" "business" as soon as possible.

VALUATION

- 1. Earnings** — In determining an earnings loss "we" consider:

- a. The experience of "your" "business", before the loss and the probable experience during the time of interruption had no loss occurred;
- b. "Your" continuing operating expenses normally incurred by "your" "business", including but not limited to payroll expense necessary to resume "business" to a similar level of service that existed before the occurrence of direct physical loss or damage; and
- c. Pertinent sources of information and reports including:
 - 1) "Your" accounting procedures and financial records;
 - 2) Bills, invoices, and other vouchers;
 - 3) Contracts, deeds, and liens;
 - 4) Reports on feasibility and status; and
 - 5) Records documenting "your" budget and marketing objectives and results.

"We" do not pay for any increase in loss due to "your" failure to use reasonable efforts to resume all or part of "your" "business". This includes making use of other locations and property to reduce the loss.

If "your" "business" is not resumed as soon as possible, or if it is not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume "your" "business" as soon as possible.

Only as regards coverage described under Dependent Locations in the Income Coverage Extensions, "we" will reduce the amount of "your" loss of earnings to the extent "you" can resume "your" "business" by using other available sources of materials or outlets for "your" products.

2. **Extra Expense** — In determining extra expenses that "you" have incurred, "we" consider the salvage value of any property bought for temporary use during the "restoration period" and it will be deducted from the amount of loss determined for extra expense.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Commercial Output Program - Property Coverage Part.

"We" pay no more than the Income Coverage "limit" indicated on the "schedule of coverages" for any one loss. Payment for earnings, extra expense, and "rents" combined does not exceed the "limit".

LOSS PAYMENT

See the Commercial Output Program - Property Coverage Part.

OTHER CONDITIONS

The following condition applies as it relates to this Coverage Part, other "terms" also apply. These "terms" are described in the Commercial Output Program - Property Coverage Part.

Appraisal — If "you" and "we" do not agree on the amount of net income (net profit or loss before income taxes), payroll expense, and operating expenses, or the amount of loss, either party may demand that these amounts be determined by appraisal in accordance with the provisions described in the Commercial Output Program - Property Coverage Part under Other Conditions, Appraisal.

EQUIPMENT BREAKDOWN COVERAGE PART

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Coverage provided under this coverage part is also subject to the “terms” and conditions in the Commercial Output Program - Property Coverage Part under the sections titled Agreement, Definitions, Property Not Covered, What Must Be Done In Case Of Loss, Loss Payment, and Other Conditions.

Reference to Equipment Breakdown Schedule or schedule in this coverage part means the Equipment Breakdown Schedule or the “schedule of coverages”.

ADDITIONAL DEFINITIONS

Some of the following definitions may not appear elsewhere in this coverage part, but may appear in the Equipment Breakdown Schedule.

1. “Boilers and vessels” means:
 - a. Boilers, including attached steam, condensate, and feedwater piping; and
 - b. Fired or unfired pressure vessels subject to vacuum or internal pressure other than the static pressure of its contents.
2. “Production machinery” means machines or apparatus that process or produce a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus.
3. “Suit” means a judicial proceeding that has been set up to determine liability and damages for loss to property of others consisting of covered property that is in “your” care, custody, or control. Judicial proceedings also includes arbitration proceedings that “you” may be required to submit to.

COVERAGE

Property Damage — “We” cover direct physical loss to covered property caused by or resulting from an “accident” to “covered equipment” at “covered locations”.

The term covered property as used in this coverage part means the types of property described under the Property Covered section of the Commercial Output Program - Property Coverage Part as well as the covered property described in the Supplemental and Supplemental Marine Coverages.

ADDITIONAL PROPERTY NOT COVERED

In addition to the property identified under the Property Not Covered in the Commercial Output Program - Property Coverage Part, the following additional property is not covered:

1. **Animals** — “We” do not cover animals, including but not limited to:
 - a. Birds and fish;
 - b. Animals owned by others and boarded by “you”; and
 - c. Animals “you” own and hold for sale.
2. **Perishable Stock** — “We” do not pay for loss of “perishable stock” due to:
 - a. “Spoilage” that results from an “accident” to “covered equipment”;
 - b. Contamination from the release of a refrigerant, including but not limited to ammonia;
 - c. “Spoilage” that results from a complete or partial lack of electrical power; or
 - d. “Spoilage” that results from a fluctuation of electrical current.

COVERAGE EXTENSIONS

If indicated on the Equipment Breakdown Schedule, the following additional coverages also apply to loss caused by or resulting from an “accident” to “covered equipment”. The most that “we” will pay for loss arising from any “one accident” is the amount indicated on the schedule for the applicable Coverage Extension.

If two or more “limits” apply to the same portion of a loss, “we” will only pay the smaller “limit” for that portion of the loss.

Except as otherwise provided, the "limits" for the additional coverages are a part of, and not in addition to, the Property Damage Limit.

1. Income Coverages —

- a. Coverage** — If a "limit" is indicated on the Equipment Breakdown Schedule, "we" provide the coverages described below during the "restoration period" when "your" "business" is necessarily wholly or partially interrupted as a result of an "accident" to "covered equipment".

This coverage applies only when the "accident" to "covered equipment" occurs at "covered locations" or in the open (or in vehicles) within 1,000 feet thereof.

If "you" lease, rent, or do not own the building "you" occupy, for the purposes of determining an Income Coverage loss, "your" location is the space that "you" lease, rent, or occupy, including but not limited to:

- 1) All passageways to "your" location within the building; and
- 2) "Your" business personal property in the open (or in a vehicle) within 1,000 feet.

- b. Coverage Options** — Coverage options include:

- 1) Earnings, "rents", and extra expense.
- 2) Earnings and extra expense.
- 3) "Rents" and extra expense.
- 4) Extra expense only.

Earnings includes "rents" when option 1. is selected. Earnings means only "rents" when option 3. is selected.

- c. Earnings** — "We" cover "your" actual loss of net income (net profit or loss before income taxes) that would have been earned or incurred and continuing operating expenses normally incurred by "your" "business", including but not limited to payroll expense.

The net sales value of goods that would have been produced is included in net income for manufacturing risks.

- d. Extra Expense** — "We" cover only the extra expenses that are necessary during the "restoration period" that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from an "accident" to "covered equipment".

"We" cover any extra expense to avoid or reduce the interruption of "business" and continue operating at a "covered location", replacement location, or a temporary location. This includes expenses to relocate and costs to outfit and operate a replacement or temporary location.

"We" will also cover any extra expense to reduce the interruption of "business" if it is not possible for "you" to continue operating during the "restoration period".

To the extent that they reduce a loss otherwise payable under this Coverage Part, "we" will cover any extra expenses to:

- 1) Repair, replace, or restore any property; and
- 2) Research, replace, or restore information on damaged "valuable papers" or "data records".

- e. Period of Loss Extension After Business Resumes** — "We" extend "your" coverage for earnings to cover loss from the date the covered property that incurred the loss is rebuilt, repaired, or replaced until:

- 1) The end of 30 consecutive days (unless otherwise indicated on the schedule); or
- 2) The date "you" could reasonably resume "your" "business" to the conditions that would generate the earnings amount or "rents" that would have existed had no loss or damage occurred,

whichever is earlier. This does not increase the "limit".

- 2. Expediting Expenses** — "We" pay the reasonable extra costs to expedite permanent repairs or replacement and make temporary repairs to damaged covered property.

- 3. Pollutants** — "We" pay for the additional cost to repair or replace covered property because of contamination by "pollutants". This includes the additional expenses to clean up or dispose of such property.

Additional expenses mean those beyond what would have been required had no "pollutants" been involved.

"We" will also pay for additional loss as described under Income Coverages caused by contamination by "pollutants", if this coverage is also indicated on the Equipment Breakdown Schedule.

4. Ordinance or Law —

a. **Undamaged Parts of a Building** — When an “accident” to “covered equipment” at a “covered location” occurs, “we” pay for the value of undamaged parts of a covered building or structure that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:

- 1) Requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by an “accident” to “covered equipment”;
- 2) Regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at a “covered location”; and
- 3) Is in force at the time of loss.

“We” do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires “you” or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of “pollutants”.

b. **Increased Cost to Repair and Cost to Demolish and Clear Site** —

1) **Increased Cost to Repair** — When an “accident” occurs to “covered equipment” at a “covered location”, “we” cover the:

- a) Increased cost to repair, rebuild, or reconstruct damaged portions of a covered building or structure; and
- b) Increased cost to repair, rebuild, or reconstruct undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished;

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when the “accident” to covered equipment occurs at a covered location.

If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.

“We” do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.

2) **Cost to Demolish and Clear Site** —

“We” cover the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged or destroyed by an “accident” to “covered equipment”. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when the “accident” occurs to “covered equipment”.

3) **We Do Not Cover** — “We” do not cover the costs associated with the enforcement of any ordinance, law, or decree that:

- a) Requires “you” or anyone else to 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) “You” were required to comply with before the occurrence of an “accident” to “covered equipment” at a “covered location”, even if the building or structure was undamaged and “you” failed to comply with the ordinance, law, or decree.

4) **What We Pay If The Building Is Repaired or Replaced** — If the covered building or structure is repaired or replaced, “we” pay the lesser of:

- a) The amount “you” actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or

- b) The “limit” indicated on the Schedule.

5) **What We Pay If The Building Is Not Repaired or Replaced** — If the covered building or structure is not repaired or replaced, “we” pay the lesser of:

- a) The amount “you” actually spend to demolish and clear the site, plus the cost “you” would have incurred to replace damaged or destroyed property with other property of like kind, and quality; of the same height, floor area, and style; and used for the same purpose; or

- b) The “limit” indicated on the schedule.

5. Off Premises Utility Service Interruption — “We” extend Income Coverages to loss of earnings or extra expenses that “you” incur during the “restoration period” when “your” “business” is interrupted due to the interruption of an off premises utility service when the interruption is a result of an “accident” to “covered equipment” that is not located at a “covered location” and that is owned by a utility, a landlord, or another supplier who provides “you” with:

- a. Power or gas;
- b. Telecommunications, including but not limited to Internet access; or
- c. Water, including but not limited to waste water treatment.

6. Defense Costs — “We” have the right and duty to defend any “suit” brought against “you” as a result of damage to property of others that is in “your” care, custody, or control and is caused by an “accident” to “covered equipment”. “We” may investigate and settle a claim or “suit”. “We” do not have to provide a defense after “we” have paid the “limit” as a result of a judgment or written settlement.

“You” must not admit liability for a loss, settle a claim, or incur expense without “our” written consent. “You” must not interfere with “our” negotiation for a settlement.

“We” will pay the following additional expenses associated with any “suit” “we” defend:

- a. Expenses which “we” incur while investigating and defending the “suit”.
- b. Actual loss of “your” salary, up to \$250 per day, for “your” time spent away from work at “our” request.
- c. Expenses that “you” incur at “our” request.
- d. All costs that “you” are required to pay as a result of any “suit” “we” defend.
- e. Interest that accrues after entry of a judgment, until “we” tender, deposit in court, or pay “our” part of the judgment.

- f. Interest that is awarded against “you” before the entry of a judgment. If “we” make an offer to settle the “suit”, “we” will not pay any interest that accrues after the offer to settle.
- g. Cost of a bond for the release of attachments. “We” are not required to furnish a bond itself.

This Coverage Extension will not reduce the available Property Damage Limit and does not have to be indicated on the schedule.

PERILS COVERED

“We” cover risks of direct physical loss caused by or resulting from an “accident” to “covered equipment” unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. “We” do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law** — Except as provided under Coverages Extensions - Ordinance or Law, “we” do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

- b. **Earth Movement or Volcanic Eruption** — “We” do not pay for loss caused by any earth movement or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, shifting of earth, or “sinkhole collapse”.

- c. **Civil Authority** — “We” do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

d. Nuclear Hazard — “We” do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means).

e. War and Military Action — “We” do not pay for loss caused by:

- 1) War, including undeclared war or civil war; or
- 2) A warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the “terms” of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

f. Water — “We” do not pay for loss caused by water. This means:

- 1) “Flood”;
- 2) Water that backs up through a sewer or drain; and
- 3) Water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, if electrical “covered equipment” requires drying out as a result of the above described peril, “we” pay for the direct expenses for drying out the electrical “covered equipment”.

2. “We” do not pay for loss or damage that is caused by or results from one or more of the following excluded causes or events:

a. Wear, Tear, Deterioration, and Corrosion — “We” do not pay for loss caused by wear and tear, marring, scratching, deterioration, erosion, or corrosion.

“We” do pay for any resulting loss caused by an “accident”.

b. Animals — “We” do not pay for loss caused by animals, including birds, insects, or vermin. “We” do pay for any resulting loss caused by an “accident”.

c. Windstorm and Hail — “We” do not pay for loss caused by windstorm or hail.

d. Fire and Combustion Explosion — “We” do not pay for loss caused by fire or combustion explosion whether or not caused by or resulting from an “accident”.

e. Discharge of Water — “We” do not pay for loss caused by the discharge of water or other extinguishing agent to fight a fire.

f. Breakage of Glass, Freezing, Collapse, and Molten Material — “We” do not pay for loss caused by breakage of glass, weather related freezing, collapse, or molten materials.

g. Specified Perils — “We” do not pay for loss caused by “specified perils”. However, this exclusion does not apply to explosion of steam boilers, steam pipes, steam turbines, or steam engines.

3. “We” do not pay for “your” loss of earnings or extra expenses that “you” incur if one or more of the following excluded causes or events apply.

a. Leases, Licenses, Contracts, or Orders — “We” do not pay for any increase in loss of earnings or extra expenses due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders. However, “we” do cover loss during the “restoration period” if the suspension, lapse, or cancellation results directly from the interruption of “your” “business”.

“We” do not cover any loss of earnings or extra expense beyond the “restoration period” caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.

b. Due Diligence to Resume Your Business — “We” do not pay for any increase in loss of earnings or extra expenses due to “your” failure to use due diligence and dispatch and all reasonable means to resume “your” “business”.

VALUATION

1. Covered Property — Unless otherwise indicated on the Equipment Breakdown Schedule, the value of covered property will be determined in accordance with:

- a. Replacement cost provisions; and
- b. Items 3. through 9;

as described in the Valuation section of the Commercial Output Program - Property Coverage Part and is subject to the provisions described below for Environmental, Safety, and Efficiency Improvements and Equipment Utilizing CFC Refrigerants.

2. 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 “we” agree is better for the environment, safer for people, or more energy efficient than the equipment being replaced, subject to the following conditions:

- a. “We” will not pay more than 125% of what the cost would have been to replace with like kind and quality;
- b. “We” will not pay to increase the size or capacity of the equipment;
- c. This provision only applies to Property Damage coverage;
- d. This provision does not increase any of the applicable limits;
- e. This provision does not apply to any property valued on an Actual Cash Value basis; and
- f. This provision does not apply to the replacement of component parts.

3. Equipment Utilizing CFC Refrigerants — Air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances will be valued at the cost to do the least expensive of the following:

- a. Repair or replace the damaged property and replace any lost CFC refrigerant;
- b. Repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or

- c. Replace the system with one using a non-CFC refrigerant.

In determining the least expensive option, “we” will include any associated Income or Extra Expense loss. If option b. or c. is more expensive than a., but you wish to retrofit or replace anyway, “we” will consider this better for the environment and therefore eligible for valuation under Paragraph 2., Environmental, Safety, and Efficiency Improvements. In such case, a. of that section is amended to read: “We” will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality.

HOW MUCH WE PAY

1. Insurable Interest — “We” do not cover more than “your” insurable interest in any property.

2. Deductible — If deductibles vary by type of “covered equipment” and more than one type of equipment is involved in any “one accident”, the highest deductible will apply. Unless the Equipment Breakdown Schedule indicates that a single deductible applies to all Equipment Breakdown coverages, multiple deductibles may apply to any “one accident”.

a. Property and Income Coverages — Unless otherwise indicated on the Equipment Breakdown Schedule, the Property Coverage Deductible applies to all loss covered by this coverage part, with the exception of those coverages subject to the Income Coverage Deductible as described below.

Unless more specifically indicated on the Equipment Breakdown Schedule, the Income Coverage Deductible applies to

- 1) Earnings, “rents”, and extra expense; and
- 2) Service interruption.

b. Application of Deductibles —

- 1) **Dollar Deductibles** — “We” will not pay for loss resulting from any “one accident” until the amount of loss exceeds the applicable deductible indicated on the Equipment Breakdown Schedule. “We” will then pay the amount of loss in excess of the applicable deductible or deductibles, subject to the applicable “limit” indicated on the schedule.

- 2) Multiple of Average Daily Value Deductibles — If a deductible is expressed as a number times Average Daily Value (ADV), the deductible will be calculated as follows:

The ADV will be the operating expenses that would have been normally earned or incurred during the "restoration period" by "your" "business" had no "accident" occurred divided by the number of working days in that period.

Operating expenses includes net income (net profit or loss before income taxes), payroll expense, interest, and other continuing operating expenses.

No reduction will be made:

- a) For operating expenses not being earned;
- b) In the number of working days because of the "accident"; or
- c) For any other scheduled or unscheduled shutdowns during the "restoration period".

The ADV applies to all "covered locations" included in the valuation of the loss. The number indicated on the Equipment Breakdown Schedule will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

- 3) Time Deductibles — If a time deductible is indicated on the Equipment Breakdown Schedule, "we" will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident". If a time deductible is expressed in days, each consecutive day will mean twenty-four consecutive hours.
3. **Loss Settlement Terms** — Subject to Paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
- a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable subject to the Valuation provisions under:
 - 1) Environmental, Safety and Efficiency Improvements; and
 - 2) Equipment Utilizing CFC Refrigerants; or

- c. The "limit" that applies to covered property.

4. **Coinsurance** — If indicated on the Equipment Breakdown Schedule, specified coverages may be subject to coinsurance.

- a. Property Damage — "We" will not pay for the full amount of "your" loss if the applicable "limit" is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, "we" will determine what percentage this calculated product is compared to the applicable "limit" and apply that percentage to the loss after application of the Deductible. The resulting amount or the applicable "limit" is the most "we" will pay. "We" will not pay for the remainder of the loss.

- b. Income Coverage — "We" pay only a part of the loss if the "limit" is less than the coinsurance percentage multiplied by the sum of "your" net income (net profit or loss before income taxes), payroll expense, interest, and other continuing operating expenses projected for the 12 months following the inception, or last previous anniversary date of this policy (whichever is later), normally earned by "your" "business". "Our" part of the loss is determined using the following steps:

- 1) Multiply the coinsurance percentage by the sum of "your" net income (net profit or loss before income taxes), payroll expense, interest, and other continuing operating expenses projected for the 12 months following the inception, or last previous anniversary date of this policy;
- 2) Divide the "limit" by the figure determined in 1. above;
- 3) Multiply the total amount of loss by the figure determined in 2) above.

"We" pay the amount determined in 3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

Coinsurance does not apply to coverage for extra expense.

5. **Insurance Under More Than One Coverage** — If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

- 6. Insurance Under More Than One Policy** — “You” may have another policy subject to the same plan, “terms”, conditions, and provisions as this policy. If “you” do, “we” will pay “our” share of the covered loss. “Our” share is the proportion that the applicable “limit” under this policy bears to the “limit” of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, “we” will pay only for the amount of covered loss in excess of the amount due from that other policy, whether “you” can collect on it or not. But “we” will not pay more than the applicable “limit”.

ADDITIONAL CONDITIONS

- 1. Suspension** — When any “covered equipment” is discovered to be in, or exposed to a dangerous situation or condition, any representative of “ours” may immediately suspend the insurance coverage against loss from an “accident” to that equipment. The suspension will not apply to any other covered peril under any other coverage part.

“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 “covered equipment” is located.

Once so suspended, “your” insurance can be reinstated only by written notice from “us”. If “your” insurance is so suspended, “you” will get a pro rata premium refund. But the suspension is effective even if “we” have not yet offered or made a refund.

- 2. Jurisdictional Inspections** — If any property that is “covered equipment” under the Equipment Breakdown Coverage requires inspection to comply with state or municipal boiler and pressure vessel regulations, “we” agree to perform such inspection on “your” behalf.

PREMIUM PAYMENTS

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The premium for this policy is payable each year. Each annual payment is based on the rates or premiums which are in effect for "us" at that time.

PROPERTY AND INCOME COVERAGE DEDUCTIBLE

POLICY NUMBER:

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CO 12 80 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

SCHEDULE

Coverage

Deductible

Property Coverages

Income Coverage

HOW MUCH WE PAY

The deductible provision is deleted and replaced by the following:

Property and Income Coverage Deductibles — The following deductible provisions apply to direct physical loss to covered property caused by a covered peril.

1. Property and Income Coverages — Unless otherwise indicated on the property and income deductible schedule:

- a. The Property Coverage Deductible applies to the coverages described under the Commercial Output Program — Property Coverage Part; and
- b. The Income Coverage Deductible applies to the coverages described under the Commercial Output Program — Income Coverage Part.

2. Application of Deductibles —

- a. **Dollar Deductibles** — "We" will not pay for loss until the amount of loss exceeds the applicable deductible indicated on the property and income deductible schedule. "We" will then pay the amount of loss in excess of the applicable deductible or deductibles, subject to the appropriate "limit".

b. Multiple of Average Daily Value Deductibles — If a deductible is expressed as a number times Average Daily Value (ADV), the deductible will be calculated as follows:

- 1) The ADV will be the operating expenses that would have been normally earned or incurred during the "restoration period" by "your" "business" had no loss occurred divided by the number of working days in that period.
- 2) Operating expenses includes net income (net profit or loss before income taxes), payroll expense, interest, and other continuing operating expenses.
- 3) No reduction will be made:
 - a) For operating expenses not being earned;
 - b) In the number of working days, because of the loss; or
 - c) For any other scheduled or unscheduled shutdowns during the "restoration period".
- 4) The ADV applies to all "covered locations" included in the valuation of the loss. The number indicated on the property and income deductible schedule will be multiplied by the ADV as determined above in steps 1), 2), and 3). The result will be used as the applicable deductible.

c. Time Deductibles — If a time deductible is indicated on the property and income deductible schedule, “we” will not be liable for any loss occurring during the specified number of hours or days immediately following the loss. If a time deductible is expressed in days, each day will mean 24 consecutive hours.

d. Percentage of Loss Deductibles — If a deductible is expressed as a percentage of loss on the property and income deductible schedule, “we” will not be liable for the indicated percentage of the gross amount of loss (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

WAITING PERIOD — INCOME COVERAGE

AAIS
CO 12 81 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

As specified below, this endorsement amends the provisions of the Commercial Output Program - Income Coverage Part.

DEFINITIONS

The Definition of "restoration period" is deleted and replaced by the following:

"Restoration period" means:

1. The time it should reasonably take to resume "your" "business" to a similar level of service beginning:
 - a. For earnings, after the first 72 hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss of or damage to property at a "covered location" that is caused by a covered peril; and
 - b. For extra expenses, immediately following the direct physical loss of or damage to property at a "covered location" that is caused by a covered peril.

The "restoration period" ends on the date the property should be rebuilt, repaired, or replaced or the date business is resumed at a new permanent location. This is not limited by the expiration date of the policy.

2. The "restoration period" also means the increased time required to comply with the enforcement of any ordinance, law, or decree that:
 - a. Regulates the construction, use, or repair of any property; or
 - b. Requires the demolition of any property, in part or in whole, not damaged by a covered peril.

The ordinance, law, or decree must be in force at the time of loss.

3. Only as regards coverage described under Dependent Locations in the Coverage Extensions, "restoration period" also means the time it should reasonably take to resume "your" "business" to a similar level of service beginning:

- a. For earnings, after the first 72 hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss of or damage to property at a "covered location" that is caused by a covered peril; and
- b. For extra expenses, immediately following the direct physical loss of or damage to property at a "covered location" that is caused by a covered peril.

The "restoration period" for "dependent locations" ends on:

- a. The date the property at the "dependent location" should be rebuilt, repaired, or replaced; or
- b. The date business is resumed at a new permanent location.

This is not limited by the expiration date of the policy.

COVERAGE EXTENSION

The following coverage extension is deleted and replaced by the following:

Interruption by Civil Authority — "We" extend "your" coverage for earnings and extra expense to include loss sustained while access to "covered locations" or a dependent location is specifically denied by an order of civil authority. This order must be a result of direct physical loss of or damage to property, other than at a "covered location" and must be caused by a covered peril.

Unless otherwise indicated on the "schedule of coverages", this coverage extension begins:

1. For earnings, 72 hours after the time the order is issued and ends 30 consecutive days and 72 hours from the date of the order; and
2. For extra expense, immediately after the time the order is issued, and ends 30 consecutive days and 72 hours from the date of the order.

SUPPLEMENTAL COVERAGES

The waiting period described under Off Premises Utility Service Interruption is not deleted and replaced by the provisions of this endorsement.

If the Interruption of Web Site endorsement is attached to the Commercial Output Program - Income Coverage Part, the described waiting period under Interruption of Web Site is not deleted and replaced by the provisions of this endorsement.

INSTALLMENT SALES COVERAGE

AAIS
CO 12 87 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

SCHEDULE

Limit

The most "we" pay in any one occurrence for loss to business personal property that is sold by "you" under an installment sales plan is: See Schedule of Coverages.

PROPERTY NOT COVERED

Property You Have Sold is deleted and replaced by the following:

Property You Have Sold — "We" do not cover property that "you" have sold after it has been delivered. This does not include property which "you" have sold under an installation agreement or under an installment sales plan.

SUPPLEMENTAL MARINE COVERAGES

Installment Sales — "We" cover direct physical loss caused by a covered peril to business personal property that is sold by "you" under an installment sales plan meaning:

1. A conditional sale or trust agreement; or
2. Any deferred payment plan.

"We" cover business personal property sold by "you" under an installment sales plan while in transit to the purchaser or after delivery to the purchaser.

The "limit" provided under this supplemental coverage cannot be combined with the "limit" for Property in Transit.

VALUATION

Installment Sales — The value of installment sales losses will be based on:

1. The amount indicated on "your" books as due from the purchaser, when a total loss has occurred; or
2. The value of the business personal property that "you" have repossessed because the purchaser has refused to continue payment due to a partial loss to the property.

If the realized value of the repossessed property is equal to or greater than the amount indicated on "your" books as due from the purchaser, "we" will not have to make a payment under this coverage.

If the realized value of the repossessed property is less than the amount indicated on "your" books as due from the purchaser, "we" will pay you the difference between the repossessed value and "your" book value.

LIMITED FUNGUS AND RELATED PERILS COVERAGE

AAIS
CO 12 93 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Fungus or related perils" means:

- a. A fungus, including but not limited to mildew and mold;
- b. A protist, including but not limited to algae and slime mold;
- c. Wet rot;
- d. Dry rot;
- e. A bacterium; or
- f. A chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

PERILS EXCLUDED

1. The following exclusion is added under Perils Excluded, item 1:

Fungus or Related Perils —

- a. Except as provided under the Limited Fungus and Related Perils Property and Income Coverage in this endorsement, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus or related perils".

But if "fungus or related perils" results in a "specified peril", we cover loss or damage caused by that "specified peril".

- b. This exclusion does not apply to:

- 1) Loss that results from fire or lightning; or

- 2) Collapse caused by hidden decay, to the extent that such loss is covered under Other Coverages, Collapse.

2. Under Perils Excluded, the exclusion for Contamination Or Deterioration and Seepage are deleted and replaced by the following:

- a. **Contamination Or Deterioration** — "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a "specified peril" or breakage of building glass, "we" cover the loss or damage caused by that "specified peril" or breakage of building glass.

This exclusion does not apply to loss caused by corrosion, decay, or rust to "computers" that results from direct physical damage by a covered peril to the air conditioning system that services "your" "computers".

- b. **Seepage** — "We" do not pay for loss caused by continuous or repeated seepage or leakage of water or steam or the presence of moisture, humidity, or vapor that occurs over a period of 14 days or more.

COVERAGE EXTENSIONS

The following coverage is added to Coverage Extensions:

Limited Fungus And Related Perils Property Coverage —

1. **Coverage** — "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus or related perils".
2. **Coverage Limitation** — "We" only cover loss caused by "fungus or related perils":
 - a. When the "fungus or related peril" is the result of:
 - 1) A "specified peril" other than fire or lightning; or

- 2) "Flood" (if the Flood Endorsement applies to the affected location);

that occurs during the policy period; and

- b. If all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.

3. **Blanket Limit** — If Blanket Limit is indicated on the Limited Fungus and Related Perils Schedule, the most "we" pay for all losses at all "covered locations" is \$15,000, unless another "limit" is indicated on the schedule. The Blanket Limit applies regardless of the number of claims made.

The Blanket Limit applies regardless of the number of locations or buildings insured under this policy.

The Blanket Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.

4. **Location Limit** — If Location Limit is indicated on the Limited Fungus and Related Perils Schedule, the most "we" pay for all losses at each location described on the Limited Fungus and Related Perils Schedule is \$15,000, unless another "limit" is indicated on the schedule. The Location Limit applies regardless of the number of claims made at a described location.

The Location Limit is the most that "we" pay at each location for the total of all loss or damage arising out of all occurrences of "specified perils" other than fire or lightning or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.

5. **If The Policy Period Is Extended** — If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Blanket Limit or Location Limit.
6. **Recurrence And Continuation of Fungus Or Related Perils** — The Blanket Limit or Location Limit is the most that "we" pay with respect to a specific occurrence of a loss which results in "fungus or related perils" even if such "fungus or related perils" recur or continue to exist during this or any future policy period.

7. **Limit Applies To Other Costs Or Expenses** — The Blanket Limit or Location Limit also applies to any cost or expense to:

- a. Clean up, contain, treat, detoxify, or neutralize "fungus or related perils" on covered property or remove "fungus or related perils" from covered property;
- b. Remove and replace those parts of covered property necessary to gain access to "fungus or related perils"; and
- c. Test for the existence or level of "fungus or related perils" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus or related perils" are present.

8. **Loss Caused In Total Or In Part By Fungus Or Related Perils** — The "terms" of this coverage extension do not apply to covered loss or damage to covered property that is not caused, in total or in part, by "fungus or related perils" except to the extent that "fungus or related perils" causes an increase in the loss. When "fungus or related perils" cause an increase in such a loss, that increase is subject to the "terms" of this coverage.

SUPPLEMENTAL COVERAGES

The following provision is added under the Supplemental Coverages, Ordinance or Law (Undamaged Parts of a Building) and Ordinance or Law (Increased Cost to Repair and Cost to Demolish and Clear Site):

We Do Not Pay — "We" do not pay for:

1. Loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation, or razing of property due to the existence of or any activity of "fungus or related perils"; or
2. Costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

INCOME COVERAGE EXTENSIONS

Coverage provided under the Income Coverage Part - Coverage Extensions, if applicable, is amended by the following provision.

Limited Fungus And Related Perils Income Coverage —

1. **Coverage** — Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses caused by “fungus or related perils”.
2. **Coverage Limitation** — “We” only cover loss of earnings and/or extra expense caused by “fungus or related perils”:
 - a. When the “fungus or related peril” is the result of:
 - 1) A “specified peril” other than fire or lightning; or
 - 2) “Flood” (if the Flood Endorsement applies to the affected location);that occurs during the policy period; and
 - b. If all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
3. **Time Limitation** —
 - a. “We” will pay up to 30 days (unless otherwise indicated on the Limited Fungus and Related Perils Schedule) for loss of earnings and/or extra expense if a loss which resulted in “fungus or related perils” does not in itself interrupt “your” “business”, but such interruption is necessary due to the loss or damage to property caused by “fungus or related perils”. The days need not be successive.

- b. If a covered “business” interruption was caused by loss or damage other than “fungus or related perils” but remediation of “fungus and related perils” lengthens the “restoration period”, “we” will pay up to 30 days (unless otherwise indicated on the Limited Fungus and Related Perils Schedule) for loss of earnings and/or expense sustained during the delay (regardless of when such delay for remediation occurs during the “restoration period”). The days need not be successive.

OTHER COVERAGES

The “terms” of the Limited Fungus And Related Perils Property and Income Coverages do not increase or decrease the coverages under Other Coverages:

1. Collapse; or
2. Tearing Out and Replacing.

OTHER CONDITIONS

The conditions described under Restoration Of Limits do not apply to the coverages provided under this endorsement.

LIMITED FUNGUS AND RELATED PERILS COVERAGE EQUIPMENT BREAKDOWN

AAIS
CO 12 94 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

The Equipment Breakdown Coverage Part is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Fungus or related perils" means:

- a. A fungus, including but not limited to mildew and mold;
- b. A protist, including but not limited to algae and slime mold;
- c. Wet rot;
- d. Dry rot;
- e. A bacterium; or
- f. A chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

PERILS EXCLUDED

1. The following exclusion is added under Perils Excluded, item 1.:

Fungus Or Related Perils —

- a. Except as provided under the Limited Fungus and Related Perils Property Damage and Income Coverage in this endorsement, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus or related perils".

But if "fungus or related perils" results in an "accident" to "covered equipment", we cover loss or damage caused by that "accident" to "covered equipment".

COVERAGE EXTENSIONS ADDED

The following coverage is added to Coverage Extensions:

Limited Fungus And Related Perils Property Damage Coverage —

1. **Coverage** — "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus or related perils".
2. **Coverage Limitation** — "We" only cover loss caused by "fungus or related perils":
 - a. When the "fungus or related peril" is the result of an "accident" to "covered equipment" that occurs during the policy period; and
 - b. If all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.

3. **Blanket Limit** — If Blanket Limit is indicated on the Limited Fungus and Related Perils Schedule - Equipment Breakdown, the most "we" pay for all losses at all "covered locations" is \$15,000, unless another "limit" is indicated on the schedule. The Blanket Limit applies regardless of the number of claims made.

The Blanket Limit applies regardless of the number of locations or buildings insured under this policy.

The Blanket Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "fungus or related perils" resulting from an "accident" to "covered equipment" during each separate 12-month period beginning with the inception date of this policy.

4. **Location Limit** — If Location Limit is indicated on the Limited Fungus and Related Perils Schedule - Equipment Breakdown, the most "we" pay for all losses at each location described on the Limited Fungus and Related Perils Schedule - Equipment Breakdown is \$15,000, unless another "limit" is indicated on the schedule. The Location Limit applies regardless of the number of claims made at a described location.

The Location Limit is the most that “we” pay at each location for the total of all loss or damage arising out of all occurrences of “fungus or related perils” resulting from an “accident” to “covered equipment” during each separate 12-month period beginning with the inception date of this policy.

5. **If The Policy Period Is Extended** — If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Blanket Limit or Location Limit.
6. **Recurrence And Continuation Of Fungus Or Related Perils** — The Blanket Limit or Location Limit is the most that “we” pay with respect to a specific occurrence of a loss which results in “fungus or related perils” even if such “fungus or related perils” recur or continue to exist during this or any future policy period.
7. **Limit Applies To Other Costs Or Expenses** — The Blanket Limit or Location Limit also applies to any cost or expense to:
 - a. Clean up, contain, treat, detoxify, or neutralize “fungus or related perils” on covered property or remove “fungus or related perils” from covered property;
 - b. Remove and replace those parts of covered property necessary to gain access to “fungus or related perils”; and
 - c. Test for the existence or level of “fungus or related perils” following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that “fungus or related perils” are present.
8. **Loss Caused In Total Or In Part By Fungus Or Related Perils** — The “terms” of this coverage extension do not apply to covered loss or damage to covered property that is not caused, in total or in part, by “fungus or related perils” except to the extent that “fungus or related perils” causes an increase in the loss. When “fungus or related perils” cause an increase in such a loss, that increase is subject to the “terms” of this coverage.

If indicated on the Limited Fungus and Related Perils Schedule - Equipment Breakdown, Blanket or Location Limit, the following additional coverage also applies:

Limited Fungus And Related Perils Income Coverage —

1. **Coverage** — Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses caused by “fungus or related perils”.
2. **Coverage Limitation** — “We” only cover loss of earnings and/or extra expense caused by “fungus or related perils”:
 - a. When the “fungus or related peril” is the result of an accident to covered equipment that occurs during the policy period; and
 - b. If all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
3. **Time Limitation** —
 - a. “We” will pay up to 30 days (unless otherwise indicated on the Limited Fungus and Related Perils Schedule - Equipment Breakdown) for loss of earnings and/or extra expense if a loss which resulted in “fungus or related perils” does not in itself interrupt “your” “business”, but such interruption is necessary due to the loss or damage to property caused by “fungus or related perils”. The days need not be successive.
 - b. If a covered “business” interruption was caused by loss or damage other than “fungus or related perils” but remediation of “fungus and related perils” lengthens the “restoration period”, “we” will pay up to 30 days (unless otherwise indicated on the Limited Fungus and Related Perils Schedule - Equipment Breakdown) for loss of earnings and/or expense sustained during the delay (regardless of when such delay for remediation occurs during the “restoration period”). The days need not be successive.

COVERAGE EXTENSIONS AMENDED

Under Coverage Extensions, Ordinance or Law, Undamaged Parts of a Building and Increased Costs of Repair and Cost to Demolish and Clear Site, the following provision is added:

We Do Not Pay — “We” do not pay for:

- 1) Loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation, or razing of property due to the existence of or any activity of “fungus or related perils”; or

- 2) Costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

OTHER CONDITIONS

The conditions described under Restoration Of Limits do not apply to the coverages provided under this endorsement.

COMMERCIAL OUTPUT PROGRAM PremierPac® Enhancement Endorsement

AAIS
CO 50 02 07 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART
COMMERCIAL OUTPUT PROGRAM INCOME COVERAGE PART

If “we” or any of “our” affiliates issue other insurance to “you” and more than one “limit” applies to loss or damage sustained by “you”, the following limitations will apply:

1. “Your” recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
2. The insurance provided by this endorsement applies in excess of and, except as to premium, “limits” and notice, follows the terms, conditions, limitations and exclusions of other applicable insurance issued to “you” by “us” or any of “our” affiliates.

SECTION I

The **COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART** is amended as follows:

DEFINITIONS

The “hardware” definition is replaced by the following:

12. “Hardware” means a programmable machine using electronic machine components (micro-processors) to carry out a sequence of logical operations by executing a series of instructions to read, manipulate and then store data.
 - a. “Hardware” includes but is not limited to:
 - (1) Mainframe, mid-range computers, and servers;
 - (2) Personal computers (PC);
 - (3) Laptops, notebook PCs, tablets (e.g., iPad®), and other portable computer devices;
 - (4) Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, multimedia projectors and modems; and
 - (5) Smartphones (e.g., iPhone®, BlackBerry®) intended for use in “your” “business”.

- b. “Hardware” does not include any component of:

- (1) Production equipment used in a manufacturing operation to process or produce a product for eventual sale;
- (2) Medical equipment used in the treatment and diagnosis of a medical patient;
- (3) Mechanical equipment used in the heating, ventilation, or air conditioning of a building; and
- (4) Fuel pumping or dispensing equipment.

PROPERTY COVERED

BUSINESS PERSONAL PROPERTY

1. Under **Covered Business Personal Property**, the first paragraph of Item **g.** personal property of others is deleted and replaced with the following:
Personal Property of Others. This means personal property of others in “your” care, custody or control, other than members and guests property and Business Personal Property of the golf club professional(s) working at “your” club.

PROPERTY NOT COVERED

Under **Property Not Covered**, the Cost of Excavation is deleted.

COVERAGE EXTENSIONS

The following **COVERAGE EXTENSION** is added:

Tenant's Building Glass Liability

If "you" are a tenant and no "limit" is shown in the "schedule of coverages" for building coverage, "we" pay to cover direct physical loss of or damage to building glass that is part of the exterior or interior walls, floors or ceilings of the building or structure occupied by "you" at "covered locations".

"We" will also pay for necessary:

1. Expenses incurred to put up temporary plates or board up openings;
2. Repair or replacement of encasing frames; and
3. Expenses incurred to remove or replace obstructions.

This coverage extension only applies to glass owned by "you" or glass owned by others in "your" care, custody or control and for which "you" are legally or have contractually agreed to be responsible. "Our" payment for glass owned by others will only be for the account of the owner of the glass.

SUPPLEMENTAL COVERAGES

The following **SUPPLEMENTAL COVERAGES** are amended:

Inventory and Appraisal Expense is deleted and replaced with the following:

4. Inventory and Appraisal Expense

"We" pay up to \$50,000 for reasonable expenses that "you" incur at "our" request to assist "us" in the:

- a. Investigation of a claim;
- b. Determination of the amount of loss, such as taking inventory or making appraisals; and/or
- c. Cost of preparing specific loss documents and other supporting exhibits.

"We" do not pay for:

- a. Any expenses incurred under the Other Conditions, Appraisal section of this coverage; or
- b. Any public adjusters' fees or attorney's fees;
- c. Expenses incurred to prove that loss or damage is covered; and/or
- d. Expenses to prepare claims not covered by this policy.

Sewer Backup and Water Below the Surface is deleted and replaced with the following:

11. Sewer Backup and Water Below the Surface

"We" cover direct physical loss caused by:

- a. Water or waterborne material that backs up through a sewer or drain; or
- b. Water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, with respect to Paragraphs **a.** and **b.** above, "we" will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

This Supplemental Coverage does not apply to loss or damage caused by or resulting from "your" failure to:

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

The most "we" pay for loss or damage under this Supplemental Coverage is \$100,000, or the "limit" shown in the "schedule of coverages".

This Supplemental Coverage is not flood insurance. "We" will not pay for direct physical loss or damage from sewer backup and water below the surface caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

The following **SUPPLEMENTAL COVERAGES** are added:

Additional Costs

1. "We" pay up to \$250,000 or the "limit" shown in the "schedule of coverages" in Additional Costs "you" sustain which results from a direct physical loss caused by a covered peril for the period of time that:
 - a. Begins on the date of the loss; and
 - b. Ends on the date when the building or structure at a "covered location" is repaired, rebuilt or replaced with reasonable speed and similar quality.

2. Additional Costs mean only the following additional expenses which "you" incur over and above the estimated completed cost of any building or structure at a "covered location":

- a. Additional real estate broker fees or commission;
- b. Additional architect, engineering and consulting fees;
- c. Additional legal or accounting fees; and
- d. Additional advertising and promotional expenses.

Business Personal Property - Common Property Within Owned Buildings

"We" pay up to \$25,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage to personal property owned by "you" as common property within buildings owned by "you" at "covered locations" caused by a covered peril. This includes but is not limited to furniture and fixtures in lobbies, public hallways, stairs and corridors.

Business Personal Property Seasonal Increase

The "limit" for Business Personal Property will increase by 25% or the percentage shown in the "schedule of coverages" to provide for seasonal variation as long as the "limit" for Business Personal Property shown in the "schedule of coverages" 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.

Employee Theft (Including Employee Benefit Plans)

- 1. "We" pay up to \$100,000 in any one "occurrence" for loss of or damage to "funds" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons. "Theft" shall also include "forgery".
- 2. This Supplemental Coverage does not cover loss resulting from:
 - a. Acts committed by "you", or any of "your" partners or "members", whether acting alone or in collusions with other persons except while handling "funds" or "other property" of an "employee benefit plan".
 - b. Acts of "employees" who committed theft or any other dishonest act prior to the effective date of this insurance and learned of by "you", or any of "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee", prior to the policy period shown in the Declarations.

- c. The unauthorized disclosure of "your" confidential information including, but not limited to patents, trade secrets, processing methods or customer lists.
- d. The unauthorized use or disclosure of confidential information of another person or entity which is held by "you" including but not limited to patents, trade secrets, processing methods, customer lists, financial information, health information, retirement or health savings account information, personal information, credit card information or similar non-public information. However, this does not apply to loss otherwise covered that results directly from the use of "your" or an "employee benefit plan" participant's confidential information.
- e. Indirect loss as a result of an "occurrence" including but not limited to loss resulting from:
 - (1) "Your" inability to realize income that "you" would have realized had there been no loss of or damage to "funds", or "other property";
 - (2) Payment of damages of any type for which "you" are legally liable. But, "we" pay compensatory damages arising directly from a loss covered under this supplementary coverage; or
 - (3) Payment of costs, fees or other expenses "you" incur in establishing either the existence or the amount of loss under this supplementary coverage.
- f. Fees, costs and expenses incurred by "you" which are related to any legal action.
- g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
- h. Trading, whether in "your" name or in a genuine or fictitious account. However, this exclusion shall not apply to loss sustained by an "employee benefit plan".
- i. The fraudulent or dishonest signing, issuing, canceling or failing to cancel a warehouse receipt or any papers connected with it. However, this exclusion shall not apply to loss sustained by an "employee benefit plan".

3. Employee Benefit Plans

- a. The "employee benefit plans" (hereinafter referred to as Plan) that are wholly owned and operated by "you" for the sole benefit of "your" "employees" are included as insureds under this Supplemental Coverage.
- b. If any Plan is insured jointly with any other entity under this insurance, "you" or the Plan Administrator must select a "limit" that is sufficient to provide a "limit" for each Plan that is at least equal to that required if each Plan were separately insured.
- c. With respect to loss sustained or "discovered" by any such Plan, "we" will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, (and, in the case of loss sustained or discovered by an "employee benefit plan", a sole proprietor, partner or "member") acting alone or in collusion with other persons while handling "funds" or "other property" of an "employee benefit plan".
- d. If the first Named Insured is an entity other than a Plan, any payment "we" make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- e. If two or more Plans are insured under this Supplemental Coverage, any payment "we" make for loss:
 - (1) Sustained by two or more Plans; or
 - (2) Of commingled "funds" or "other property" of two or more Plans;resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the "limit" required for each Plan bears to the total "limit" of all Plans sustaining loss.
- f. The Deductible Amount applicable to this Supplemental Coverage does not apply to loss sustained by any Plan.

4. As respects this Supplemental Coverage, "occurrence" means:

- a. An individual act;
- b. The combined total of all separate acts whether or not related; or
- c. A series of acts whether or not related; committed by an "employee" (and, in the case of loss sustained by an "employee benefit plan", sole proprietor, partner or "member") acting alone or in collusion with other persons, during the Policy Period shown in the Declarations.

5. Duties in The Event Of Loss

After "you" "discover" a loss or a situation that may result in loss of or damage to "funds" or "other property" "you" must:

- a. Notify "us" as soon as possible.
- b. Submit to examination under oath at "our" request and give "us" a signed statement of your answers.
- c. Produce for "our" examination all pertinent records.
- d. Give "us" a detailed, sworn proof of loss within 120 days.
- e. Cooperate with "us" in the investigation and settlement of any claim.

6. Limits Of Insurance Under This Supplemental Coverage

The most "we" pay for all loss resulting directly from an "occurrence" is the applicable "limit" shown in the "schedule of coverages".

If any loss is covered under more than one Insuring Agreement or Coverage, the most "we" pay for such loss shall not exceed the largest "limit" available under any one of those Insuring Agreements or Coverages.

7. Extended Period to Discover Loss

"We" pay for loss that "you" sustained prior to the effective date of cancellation of this supplemental coverage, which is "discovered" by "you":

- a. No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by "you", whether from "us" or another insurer, replacing in whole or in part the coverage afforded under this supplemental coverage, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

8. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If "you" "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and

- (2) Partly during the Policy Period(s) of any prior cancelled insurance that “we” or any affiliate issued to “you” or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, “we” will first settle the amount of loss that “you” sustained during this Policy Period. “We” will then settle the remaining amount of loss that “you” sustained during the Policy Period(s) of the prior insurance.

b. Loss Sustained Entirely During Prior Insurance

If “you” “discover” loss during the Policy Period shown in the Declarations, resulting directly from an “occurrence” taking place entirely during the Policy Period(s) of any prior cancelled insurance that “we” or any affiliate issued to “you” or any predecessor in interest, “we” pay for the loss, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the “occurrence”.

“We” will first settle the amount of loss that “you” sustained during the most recent prior insurance. “We” will then settle any remaining amount of loss that “you” sustained during the Policy Period(s) of any other prior insurance.

c. In settling loss subject to this Condition:

- (1) The most “we” pay for the entire loss is the highest single “limit” applicable during the period of loss, whether such “limit” was written under this insurance or was written under the prior insurance issued by “us”.
- (2) “We” apply the applicable Deductible Amount shown in the “schedule of coverages” to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, “we” will apply the Deductible Amount shown in the “schedule of coverages” to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, “we” will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

“We” will not apply any other Deductible Amount that may have been applicable to the loss.

- d.** The following examples demonstrate how we will settle losses subject to this Condition **8.** under this Supplemental Coverage for Employee Theft.:

EXAMPLE NO. 1:

“You” sustained a covered loss of \$10,000 resulting directly from an “occurrence” taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a “limit” of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy **A**. Written at a “limit” of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single “limit” applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A**. (\$2,500) is settled first. The amount “we” pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most “we” pay for this loss is \$5,000.

EXAMPLE NO. 2:

“You” sustained a covered loss of \$250,000 resulting directly from an “occurrence” taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a “limit” of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy **A**. Written at a "limit" of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single "limit" applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount "we" pay is the Policy **A** "limit" of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount "we" pay is \$25,000 (i.e., \$150,000 Policy **B** "limit" - \$125,000 paid under Policy **A** = \$25,000).

The most "we" pay for this loss is \$150,000.

EXAMPLE NO. 3:

"You" sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

POLICY A

The current policy. Written at a "limit" of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy **A**. Written at a "limit" of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy **B**. Written at a "limit" of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy **C**. Written at a "limit" of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single "limit" applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount "we" pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount "we" pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount "we" pay is \$500,000, the policy "Limit" (no deductible is applied).
4. "We" will not make any further payment under Policy **D** as the maximum amount payable under the highest single "limit" applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most "we" pay for this loss is \$1,000,000.

9. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- a. If "you" "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, "we" pay for the loss under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation of the prior insurance; and
 - (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- b. In settling loss subject to this condition in Paragraph 9.:
 - (1) The most "we" pay for the entire loss is the lesser of the "limits" applicable during the period of loss, whether such "limit" was written under this insurance or was written under the prior cancelled insurance.
 - (2) "We" apply the applicable Deductible Amount shown in the "schedule of coverages" to the amount of loss sustained under the prior cancelled insurance.

c. The insurance provided under this Paragraph 9. condition is subject to the following:

- (1) If loss covered under this condition is also partially covered under the condition set out in Paragraph 8., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under the condition in Paragraph 8.
- (2) For loss covered under this Paragraph 9. condition that is not subject to Paragraph 9.c.(1), the amount recoverable under this condition is part of, not in addition to, the "limit" applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (a) This insurance as of its effective date; or
 - (b) The prior cancelled insurance had it remained in effect.

10. Legal Action Against Us

"You" may not bring any legal action against us involving loss under this Supplemental Coverage:

- (1) Unless "you" have complied with all the terms of this insurance;
- (2) Until 90 days after "you" have filed proof of loss with "us"; and
- (3) Unless brought within 2 years from the date "you" "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

11. Termination As To Any Employee

This Employee Theft supplemental coverage terminates as to any "employee":

- a. As soon as:
 - (1) "You"; or
 - (2) Any of "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";Learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by "you".
- b. On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Forgery Or Alteration

1. "We" pay up to \$100,000 or the "limit" shown in the "schedule of coverages" in any one "occurrence" for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon "you"; or
 - b. Made or drawn by one acting as "your" agent; or that are purported to have been so made or drawn.For the purposes of this Supplemental Coverage, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.
2. If "you" are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and "you" have "our" written consent to defend against the suit, "we" will pay for any reasonable legal expenses that "you" incur and pay in that defense. The amount that "we" will pay is in addition to the "limit" applicable to this Supplemental Coverage.
3. This Supplemental Coverage does not cover loss resulting from:
 - a. Acts committed by "you", "your" partners or "members", whether acting alone or in collusions with other persons.
 - b. Acts of "employees" learned of by "you", "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee", prior to the policy period shown in the Declarations.
 - c. "Theft" or any other dishonest act committed by any of "your" "employees", "managers", directors, trustees or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for "you" or otherwise.
 - d. The unauthorized disclosure of "your" confidential information including, but not limited to patents, trade secrets, processing methods or customer lists.

- e. The unauthorized use or disclosure of confidential information of another person or entity which is held by "you" including but not limited to financial information, personal information, credit card information or similar non-public information.
 - f. Indirect loss as a result of an "occurrence".
 - g. Fees, costs and expenses incurred by "you" which are related to any legal action.
4. As respects this Supplemental Coverage, "occurrence" means:
- a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;
- committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations.
5. This Supplemental Coverage does not cover loss resulting from the use of any computer to fraudulently cause a transfer of "money," "securities" or "other property" or loss resulting from a fraudulent instruction directing a financial institution to transfer, pay or deliver funds from an account that "you" have set up with an institution that allows the initiation of transfers, payments or delivery of funds by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system.

Forged Credit Card Written Instruments

1. "We" pay up to \$50,000 or the "limit" shown in the "schedule of coverages" in any one "occurrence" for loss caused directly by the "forgery" or alteration of, on, or in any written instrument required in conjunction with any charge, credit, or debit card issued to:
 - a. "You";
 - b. "Your" partners or members with ownership interest in any limited liability company named as an insured; or
 - c. "Your" officers, "employees", or "managers" when "you" arrange for the acquisition of corporate cards for business purposes.
2. For coverage to apply, "you" must be legally liable to the issuer of the charge, credit, or debit card associated with the forged or altered written instrument. In addition, "you" must carry out all of the contract conditions, provisions, and terms of the card that were agreed upon when the card was obtained.

3. If "you" are sued for denying payment on the basis that charge, credit, or debit card written instruments have been forged or altered and "you" have "our" written consent to defend against the suit, "we" pay for reasonable attorney's fees, court costs, or similar legal expenses in that defense. Any amount paid for these expenses will be in addition to the applicable "limit" for this supplemental coverage and is not subject to the deductible.
4. As respects this Supplemental Coverage, "occurrence" means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations.

Legal Liability - Building

"We" pay up to \$100,000 or the "limit" shown in the "schedule of coverages" to cover "your" building legal liability. This Supplemental Coverage is subject to the provisions of Legal Liability - Building Coverage **CO 50 09**, which is made a part of the Commercial Output Program - Property Coverage Part.

Lock Replacement Coverage

"We" pay up to \$10,000 or the "limit" shown in the "schedule of coverages" for replacement of locks necessitated by the "theft" of keys to "your" premises.

Each loss for lock replacement covered by this Extension is subject to a \$50 deductible.

Members and Guests Property

1. "We" cover direct physical loss or damage to personal property belonging to "your" members or guests while it is in "your" care, custody or control caused by a covered peril.
2. The most "we" pay for loss or damage to members or guests personal property is \$50,000 or the "limit" shown in the "schedule of coverages".
3. "Our" payment for loss under this Supplemental Coverage will only be for the account of the owner of the personal property.
4. The deductible for this Supplemental Coverage is waived unless a specific deductible is shown in the "schedule of coverages" for Members and Guests Property.

Money Orders and Counterfeit Paper Currency

1. "We" pay up to \$5,000 or the "limit" shown in the "schedule of coverages" in any one "occurrence" for loss resulting directly from "your" having accepted in good faith, in exchange for merchandise, "money" or services:
 - a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
 - b. "Counterfeit money" that is acquired during the regular course of business;
2. This Supplemental Coverage does not cover loss resulting from:
 - a. Acts committed by "you", "your" partners or "members", whether acting alone or in collusions with other persons.
 - b. Acts of "employees" learned of by "you", "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee", prior to the policy period shown in the Declarations.
 - c. "Theft" or any other dishonest act committed by any of "your" "employees", "managers", directors, trustees or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for "you" or otherwise.
 - d. The unauthorized disclosure of "your" confidential information including, but not limited to patents, trade secrets, processing methods or customer lists.
 - e. The unauthorized use or disclosure of confidential information of another person or entity which is held by "you" including but not limited to financial information, personal information, credit card information or similar non-public information.
 - f. Indirect loss as a result of an "occurrence".
 - g. Fees, costs and expenses incurred by "you" which are related to any legal action.
3. As respects this Supplemental Coverage, "occurrence" means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations.

Money And Securities - Inside and Outside The Premises

1. "We" pay up to \$25,000 or the "limit" shown in the "schedule of coverages" for:
 - a. Loss of "money" and "securities" inside the "premises" or "banking premises":
 - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
 - (2) Resulting directly from disappearance or destruction.
 - b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if "you" are the owner of the "premises" or are liable for damage to it.
 - c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.
 - d. If a religious organization, "you" may double the above "limit" or the "limit" shown in the "schedule of coverages" on five stipulated holidays during the year when excess receipts are anticipated.
2. "We" pay up to \$15,000 or the "limit" shown in the "schedule of coverages" for:
 - a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
 - b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".
 - c. If a religious organization, "you" may double the above "limit" or the "limit" shown in the "schedule of coverages" on five stipulated holidays during the year when excess receipts are anticipated.
3. This Supplemental Coverage does not cover loss resulting from:
 - a. Acts committed by "you", "your" partners or "members", whether acting alone or in collusions with other persons.
 - b. Acts of "employees" learned of by "you", "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee", prior to the policy period shown in the Declarations.

c. "Theft" or any other dishonest act committed by any of "your" "employees", "managers", directors, trustees or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for "you" or otherwise.

d. The unauthorized disclosure of "your" confidential information including, but not limited to patents, trade secrets, processing methods or customer lists.

e. The unauthorized use or disclosure of confidential information of another person or entity which is held by "you" including but not limited to financial information, personal information, credit card information or similar non-public information.

f. Indirect loss as a result of an "occurrence".

g. Fees, costs and expenses incurred by "you" which are related to any legal action.

h. Accounting or arithmetical errors or omissions.

i. The giving or surrendering of property in any exchange or purchase.

j. Fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

k. 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.

l. Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

m. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises".

But, this does not apply to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if "you":

(1) Had no knowledge of any threat at the time the conveyance began; or

(2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

n. Damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

o. "Your" or anyone acting on "your" express or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.

4. As respects this Supplemental Coverage, "occurrence" means:

a. An individual act;

b. The combined total of all separate acts whether or not related; or

c. A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations.

Non-Owned Detached Trailers

1. "We" pay up to \$50,000 or the "limit" shown in the "schedule of coverages" for loss or damage to trailers that "you" do not own, provided that:

a. The trailer is used in "your" business;

b. The trailer is in "your" care, custody or control at the premises described in the Declarations; and

c. "You" have a contractual responsibility to pay for loss or damage to the trailer.

2. "We" will not pay for any loss or damage that occurs:

a. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

b. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

This insurance is excess over the amount due (whether "you" can collect on it or not) from any other insurance covering such property.

Ornamental Display Gardens and Landscape Displays

"We" pay up to \$25,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage to the following property located at a "covered location" or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer or designated employee, caused by a covered peril:

1. Ornamental display gardens used for display or promotional purposes; and

2. Ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces or wooden landscaping bridges, gazebos, storage sheds or similar structures, used for display or promotional purposes.

Outdoor Property

"We" pay up to \$75,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage, including debris removal expense, to the following outdoor property owned or leased by "you" caused by a covered peril:

1. Outdoor tents not attached to a covered building;
2. Outdoor storage sheds used to store "your" business supplies or equipment;
3. Outdoor light posts not attached to a covered building; and
4. Playground equipment.

The following outdoor property if located on or within 1,000 feet of a covered building is included in the building coverage:

1. Awnings or canopies;
2. Fences;
3. Radio and television towers, antennas, satellite dishes, masts, lead-in wiring and guy wires. This includes foundations and any other property that is permanently attached to any of these types of property;
4. Signs, whether or not they are attached to a covered building; and
5. Foundations of buildings, machinery or boilers.

Property Off-Premises

"We" pay up to \$100,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage to "your" Covered Property while it is away from the "covered location", if it is temporarily at a location "you" do not own, lease or operate and caused by a covered peril.

This Supplemental Coverage does not apply to:

- (1) Property in or on a vehicle that "you" own, lease or operate;
- (2) Property being installed by "you" or a person or organization authorized by "you"; or
- (3) Property covered under a separate Coverage Extension, Supplemental Coverage, Marine Supplemental Coverage or endorsement attached to this coverage part.

DEDUCTIBLE

The following is added to the **DEDUCTIBLE** section under **HOW MUCH WE PAY**:

Unless otherwise stated in this endorsement, supplemental coverages are subject to the Deductible shown in the "schedule of coverages".

If multiple deductibles apply to "your" loss under this Coverage Part, the most "we" will deduct from the loss is the single largest deductible involved. Also, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this Coverage Part also involves a loss under another Coverage Part issued to "you" by "us" or any of "our" affiliates, the most "we" will deduct from the loss is the single largest deductible involved. Also, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

VALUATION

The following is added to the **VALUATION** section:

Personal Property of Others - The value of Personal Property of Others will be based on the amount for which "you" are liable, not to exceed the replacement cost.

CRIME RELATED SECTION I SUPPLEMENTAL COVERAGES DEFINITIONS

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Discover" or "discovered" means the time when "you" first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when "you" first receive notice of an actual or potential claim in which it is alleged that "you" are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

4. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a)** While in "your" service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b)** 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 **a.(1)**, who is on leave; or
- (b)** To meet seasonal or short-term work load conditions;

while that person is subject to "your" direction and control and performing services for "you", excluding, however, any such person while having care and custody of property outside the "premises".

(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 **a.(2).**

(4) Any natural person who is:

- (a)** A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
- (b)** A director or trustee of "yours" while that person is engaged in handling "funds" or "other property" of any "employee benefit plan".

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing service for "you".

(6) 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 the "premises".

(7) Any "employee" of an entity merged or consolidated with "you" prior to the effective date of this policy.

(8) Any of "your" "managers", directors or trustees while:

- (a)** Performing acts within the scope of the usual duties of an "employee"; or
- (b)** Acting as a member of any committee duly elected or appointed by resolutions of "your" board of director or board of trustees to perform specific, as distinguished from general, directorial acts on "your" behalf.

9) If a religious organization, any natural person who is a:

- (a)** Member of your organization;
- (b)** Cleric of your organization;
- (c)** Volunteer of your organization; or
- (d)** Member of the board of governors of your organization.

b. "Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **4.a**.

5. "Employee benefit plan" means any welfare or pension benefit plan that "you" sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Funds" means "money" and "securities".

8. "Manager" means a person serving in a directorial capacity for a limited liability company.

9. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
10. "Messenger" means "you", or a relative of "yours", or any of "your" partners or "members", or any "employee" while having care and custody of property outside the "premises".
11. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other Property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
12. "Premises" means the interior of that portions of any building "you" occupy in conducting "your" business.
13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
14. "Theft" means the unlawful taking of property to the deprivation of the insured.

SECTION II

The **COMMERCIAL OUTPUT PROGRAM INCOME COVERAGE PART** is amended as follows:

SUPPLEMENTAL INCOME COVERAGES

The following **SUPPLEMENTAL INCOME COVERAGES** are added when the Commercial Output Program - Income Coverage Part is attached to this policy:

Auto Physical Damage - Loss of Income

"We" pay up to \$25,000 or the "limit" shown in the "schedule of coverages" for the actual loss of earnings "you" sustain due to a Physical Damage loss or damage to a covered auto used to transport "your" Business Personal Property, if such Physical Damage loss is insured under "your" Business Auto insurance. For this Supplemental Coverage only:

1. "Business" includes business activities involving the covered motor vehicle, and
2. "Restoration period" is amended to apply to the covered motor vehicle, rather than the described premises.

Payment for Extra Expense, if part of this policy, does not apply under this Supplemental Coverage.

The covered motor vehicle must maintain rental reimbursement coverage.

This Supplemental Coverage does not apply to "Private Passenger Type" vehicles. "Private Passenger Type" vehicles mean a four-wheel auto of the private passenger or station wagon type.

Food Contamination Shutdown - Loss of Income

1. "We" pay up to \$50,000 or the "limit" shown in the "schedule of coverages" for the actual loss of earnings "you" sustain from an interruption of "your" "business" due to a declaration by the Board of Health or other government body because of the discovery of, or suspicion of, "food contamination".
2. "We" will also pay the following Supplemental Payments:
 - a. "Your" costs to clean "your" equipment per local Board of Health requirements;
 - b. "Your" costs to replace consumable goods declared contaminated by the local Board of Health;
 - c. Reimbursement to infected patrons for doctors care, hospitalization and necessary blood work; and
 - d. Necessary medical tests and vaccines for affected employees as required by the Board of Health or other government body. This coverage is primary to any other insurance coverage.

The most "we" pay for these Supplemental Payments under this Supplemental Coverage is \$50,000.

3. "We" will not pay for loss caused directly or indirectly due to fines or penalties of any kind. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

In the event of a loss "you" must:

- a. Give "us" prompt notice of the interruption of "business";
- b. Notify any public authority that may have jurisdiction over the incident; and
- c. As soon as possible, give "us" a description of how, when and where the "food contamination" was first discovered.

4. This Supplemental Income Coverage also does not apply to any "food contamination" arising out of, or directly or indirectly related to an epidemic, a pandemic or any other wide-spread outbreak of communicable disease. For purposes of this Supplemental Income Coverage, an epidemic means an outbreak of communicable disease that simultaneously affects persons over a localized geographic area. A pandemic means an outbreak of communicable disease that typically affects a significant portion of the population over a wide geographic area, such as a country, multiple countries or multiple continents.
5. "Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:
 - a. Tainted food distributed or purchased by "you" except where such food has been contaminated by virus or bacteria and results in the outbreak of food poisoning or food-related illness at more than one location, regardless of whether the other location(s) is owned or operated by you, or in any way related to your "business"; or
 - b. Food which has been improperly processed, stored, handled or prepared in the course of your "business".

Ingress Or Egress

"We" extend "your" coverage for earnings and extra expense to include loss sustained while ingress to or egress from "covered locations" is prevented, other than as provided in the Interruption by Civil Authority Coverage Extension. The prevention of ingress to or egress from "covered locations" must be caused by direct physical loss or damage to property, other than at a "covered location", caused by a covered peril.

This Supplemental Coverage will begin after a waiting period of 24 hours and apply for up to 30 consecutive days from the date when the ingress or egress is first prevented.

The most "we" pay for loss in any one occurrence under this Supplemental Coverage is \$50,000 or the "limit" shown in the "schedule of coverages".

Realty Tax

1. "We" cover the additional amount of a realty tax assessment "you" incur after the "restoration period" due to repair, rebuilding or reconstruction of a damaged building or structure at a "covered location" as a result of a direct physical loss or damage caused by a covered peril that exceeds the realty tax assessment "you" would have incurred if there had been no direct physical loss caused by a covered peril.

2. However, "we" will not pay for any of the following:
 - a. Realty tax assessments made more than:
 - (1) One year after the end of the "restoration period"; or
 - (2) Two years after the date of the damage to the covered building or structure from a covered losswhichever is sooner.
 - b. Realty tax assessments made due to physical loss or physical damage that does not cause a suspension of payments of base (monthly) rent by one or more of your tenants.
 - c. Realty tax assessment paid on "your" behalf.
 - d. That part of the realty tax assessment increase due to increases in the mill rate, the assessment level or similar ratios by which the relation of property value to realty tax is expressed, since the latest assessment prior to the loss or damage. The mill rate is the amount of realty tax paid per dollar of assessed property value. The assessment level is the ratio of assessed values to fair market value.
 - e. A realty tax assessment increase that is due to "your" decision to rebuild the building:
 - (1) With a different building configuration;
 - (2) With a larger building area;
 - (3) With better building material or quality;
 - (4) With a different purpose; or
 - (5) At a different location.
3. The most "we" will pay in any one occurrence is the lesser of:
 - a. All related increases in realty tax assessments during the 12 months immediately following the assessment; or
 - b. \$50,000 or the "limit" shown in the "schedule of coverages".

Sewer Backup and Water Below the Surface - Loss of Income

"We" pay up to \$100,000 or the "limit" shown in the "schedule of coverages" for the actual loss of earnings "you" sustain due to necessary interruption of "your" "business" during the "restoration period". The interruption must be caused by:

1. Water or waterborne material that backs up through a sewer or drain; or

2. Water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, with respect to Paragraphs 1. and 2. above, "we" will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

This Supplemental Coverage does not apply to loss or damage resulting from "your" 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.

This Supplemental Coverage is not flood insurance. "We" will not pay for direct physical loss or damage from sewer backup and water below the surface caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

COMMERCIAL OUTPUT PROGRAM

Emergency Services and Governmental PremierPac® Enhancement Endorsement

AAIS
CO 50 03 07 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART
COMMERCIAL OUTPUT PROGRAM INCOME COVERAGE PART

If “we” or any of “our” affiliates issue other insurance to “you” and more than one “limit” applies to loss or damage sustained by “you”, the following limitations will apply:

1. “Your” recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
2. The insurance provided by this endorsement applies in excess of and, except as to premium, “limits” and notice, follows the terms, conditions, limitations and exclusions of other applicable insurance issued to “you” by “us” or any of “our” affiliates.

SECTION I

The **COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART** is amended as follows:

SUPPLEMENTAL COVERAGES

The following **SUPPLEMENTAL COVERAGES** are added:

Automated External Defibrillators

“We” pay up to \$10,000 or the “limit” shown in the “schedule of coverages” for direct physical loss or damage to automated external defibrillators caused by a covered peril at a “covered location” or temporarily at a location “you” do not own, lease or operate.

Canine Coverage

“We” pay up to \$10,000 any one canine and \$25,000 any one policy year or the “limits” shown in the “schedule of coverages” for death or necessary humane destruction of canines used in “your” “business” caused by any of the following:

1. Fire, lightning, explosion, wind or hail, smoke, vehicles and aircraft, sinkhole collapse, volcanic action, falling objects;
2. Weight of snow, ice or sleet;
3. “Theft”;
4. Accidental escape; or
5. Accidental or intentional shooting, stabbing or poisoning by someone other than “you” or an employee.

This Supplemental Coverage applies while the covered canines are within the Territorial Limits.

No deductible applies to this Supplemental Coverage.

Confiscated Property

“We” pay up to \$100,000 in any one policy year or the “limit” shown in the “schedule of coverages” for direct physical loss or damage to property of others that “you” have confiscated in the course of official business caused by a covered peril. This loss or damage must occur away from a “covered location” while the confiscated property is in “your” care, custody or control.

Grave Markers and Headstones

“We” pay up to \$25,000 any one occurrence and up to \$50,000 in any one policy year or the “limits” shown in the “schedule of coverages” for direct physical loss or damage to grave markers and headstones not owned by “you” at a “covered location” caused by a covered peril.

“Our” payment for loss or damage will only be for the account of the owner of the property.

Protective Safeguards Upgrade

“You” may extend the insurance that applies to your Business Personal Property to apply to your protective devices at a “covered location” subject to the following provisions:

1. In the event of total loss to protective devices, “we” pay the reasonable increased cost to replace this property as follows:
 - a. For devices and systems subject to the guidelines of the National Fire Protection Association for fire protective devices, the minimum guidelines documented in the most current version of NFPA code 72; or
 - b. For devices and systems subject to the guidelines of the National Fire Protection Association for premises security (NFPA 730) or electronic premises security systems installation (NFPA 731), the minimum guidelines documented in the most current version of these codes.

2. The most "we" pay for this Supplemental Coverage is the lesser of:
 - a. \$25,000 or the "limit" shown in the "schedule of coverages"; or
 - b. 15% above the amount that would have been paid for loss or damage to this type of property with other property of comparable material and quality used for the same purpose.
3. This Supplemental Coverage will be excess over any other coverage provided in this policy for upgrades to protective devices.

Roof Protection

"We" pay up to \$1,000 per covered building in any one policy year or the "limit" shown in the "schedule of coverages" for "your" expenses to remove excessive and dangerous amounts of snow from the roof of "your" covered building.

A \$100 deductible applies per covered building.

Specified Appurtenant Structures

"We" pay up to \$100,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage, including debris removal, to "your" unscheduled buildings used primarily by the public such as bleachers, grandstands, picnic pavilions, scoreboards, ticket booths, baseball dugouts, press boxes and refreshment stands, caused by a covered peril.

"We" also pay for up to \$1,000 for direct physical loss or damage to "your" business personal property located in any covered Specified Appurtenant Structure caused by a covered peril.

This Supplemental Coverage does not apply to "your" outdoor storage sheds used to store "your" business supplies or equipment.

The "limit" applies on a per occurrence basis and not on a "covered location" basis.

Underground Fiber Optic Cable

"We" pay up to \$10,000 any one occurrence but no more than \$50,000 in any one policy year or the "limits" shown in the "schedule of coverages" for direct physical loss or damage to underground fiber optic cable located within "your" political boundaries and owned by "you" or leased by "you" from others and required under contract to obtain insurance against property damage, caused by a covered peril.

A deductible of \$2,500 per occurrence applies.

SUPPLEMENTAL MARINE COVERAGES

The following **SUPPLEMENTAL MARINE COVERAGE** is added:

Commandeered Property

"We" pay up to \$500,000 or the "limit" shown in the "schedule of coverages" for direct physical loss or damage to personal property of others that "you" commandeer, seize or take over for official use during an "emergency operation" and is used to assist in that "emergency operation", caused by a covered peril.

Coverage for such property of others includes the loss of earnings sustained by the owner of the property due to the loss of use of the property while commandeered or during the repair of any covered damage that occurs while commandeered.

Coverage under this Supplemental Coverage applies on or away from "your" "covered locations" anywhere within the Territorial Limits.

"Emergency operations" means actions:

1. Which are urgent responses for protection of property, human life, health or safety; and
2. Which result from or arise from the performing or attempts to perform firefighting, rescue, emergency hazardous materials response or emergency medical services, including the stabilizing or securing of an emergency scene; and
3. Which are sanctioned by the volunteer fire department, first-aid or rescue squad insured under this policy, or by the officers of such volunteer organization.

Our payment for loss or damage will only be for the account of the owner of the property.

ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS

The following **ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS** are added:

Outdoor Fences

"We" do not cover outdoor fences for loss for more than \$100,000 total in any one occurrence.

Outdoor Signs

"We" do not cover outdoor signs for loss for more than \$100,000 total in any one occurrence.

DEDUCTIBLE

The following is added to the **DEDUCTIBLE** section under **HOW MUCH WE PAY**:

Unless otherwise stated in this endorsement, Supplemental Coverages are subject to the Deductible shown in the "schedule of coverages".

If multiple deductibles apply to “your” loss under this Coverage Part, the most “we” will deduct from the loss is the single largest deductible involved. Also, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this coverage part also involves a loss under another Coverage Part issued to “you” by “us” or any of “our” affiliates, the most “we” will deduct from the loss is the single largest deductible involved. Also, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

When the deductible provision applies to the adjustment of a covered loss, its application is modified as follows:

1. If the amount of loss is equal to or greater than ten times the applicable deductible, the deductible provision shall be waived.
2. If the amount of loss is greater than the applicable deductible, but less than ten times such deductible, then the following deductible reduction provision applies:

“We” will pay the Amount of Loss less the applicable deductible, after multiplying the result by 111%.

When a separate wind deductible or separate hail deductible or wind and hail deductible applies, this deductible waiver and reduction provision does not apply.

	Example #1	Example #2	Example #3
Amount of Loss	\$500.	\$2000.	\$3000.
Minus Deductible	<u>-250.</u> 250.	<u>-500.</u> 1,500.	<u>-250.</u>
	<u>x 111%</u>	<u>x111%</u>	Since the amount of loss is greater than ten times the deductible, the deductible is Waived and the full Amount of Loss is paid.
Payment:	277.50	1665.00	

SECTION II

The **COMMERCIAL OUTPUT PROGRAM INCOME COVERAGE PART** is amended as follows:

The following **SUPPLEMENTAL INCOME COVERAGE** is added:

Emergency Vacating Expense

“We” pay up to \$25,000 or the “limit” shown in the “schedule of coverages” for reasonable expenses that “you” incur due to the vacating of a “covered location” if vacating:

1. Is in response to an imminent danger of injury or loss of life to persons; or
2. Is required by civil authority.

This Supplemental Income Coverage only applies if there is actual or threatened loss to Covered Property caused by a covered peril.

“We” will not pay for expenses caused by or resulting from the following:

1. A planned evacuation drill;
2. The vacating of one or more members, guests, clients or residents, that is due and confined to their individual medical condition;
3. A strike, bomb threat or false fire alarm unless vacating is ordered by a civil authority; or
4. Expense “you” incur when a local, state or federal Board of Health having jurisdiction over “your” “business” orders that a “covered location” be evacuated, decontaminated or disinfected due directly to an outbreak of a communicable disease at the “covered location”.

A \$500 per occurrence deductible applies to this Supplemental Income Coverage.

HOW MUCH WE PAY

The **HOW MUCH WE PAY** provision is deleted and replaced with the following:

Other “terms” relating to How Much We Pay also apply. These “terms” are described in the Commercial Output Program - Property Coverage Part.

“We” pay the actual loss of earnings for any one loss unless a “limit” is indicated on the “schedule of coverages”. “Restoration period” is limited to 24 months.

COMMERCIAL OUTPUT PROGRAM LEGAL LIABILITY — BUILDING COVERAGE

AAIS
CO 50 09 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART

COVERAGE

1. "We" pay those sums that "you" become legally obligated to pay as damages because of direct physical loss or damage, including loss of use, to Covered Property caused by accident and arising out of any Covered Peril. "We" will have the right and duty to defend any "suit" seeking those damages. However, "we" have no duty to defend "you" against a "suit" seeking damages for direct physical loss or damage to which this insurance does not apply. "We" may investigate and settle any claim or "suit" at "our" discretion. But:

- a. The amount "we" will pay for damages is limited as described in the "Schedule of Coverages"; and
- b. "Our" right and duty to defend end when "we" have used up the "limit" of Insurance in the payment of judgments or settlements.

2. Covered Property

Covered Property means buildings or structures of others in "your" care, custody or control.

3. Perils Covered

See Commercial Output Program Property Coverage Part

SUPPLEMENTAL COVERAGES

1. Supplementary Payments

"We" pay, with respect to any claim or any "suit" against "we" defend:

- a. All expenses "we" incur.
- b. The cost of bonds to release attachments, but only for bond amounts within "our" "limit". "We" do not have to furnish these bonds.
- c. All reasonable expenses incurred by "you" at "our" request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against "you" in the "suit".

e. Prejudgment interest awarded against "you" on that part of the judgment "we" pay. If "we" make an offer to pay the "Limit", "we" will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before "we" have paid, offered to pay, or deposited in court the part of the judgment that is within "our" "limit".

2. Additional Insureds

If "You" are a partnership, limited liability company or corporation, throughout this endorsement, the words "you" and "your" include:

- a. Partners, members, executive officers, trustees, directors and stockholders of such partnership, limited liability company or corporation, but only with respect to their duties as such; and
- b. Managers of a limited liability company, but only with respect to their duties as such.

3. Newly Acquired Organizations

Throughout this endorsement, the words "you" and "your" also include any organization (other than a partnership, joint venture or limited liability company) "you" newly acquire or form and over which "you" maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Coverage Extension ends:

- a. 90 days after "you" acquire or form the organization; or
- b. At the end of the policy period shown in the Declarations;

whichever is earlier.

This Supplementary Coverage does not apply to direct physical loss or damage that occurred before "you" acquired or formed the organization.

The existence of one or more Newly Acquired Organizations does not increase the "limit" shown in the "schedule of coverages".

4. Newly Acquired Premises

- a. When coverage is written on a Scheduled Location basis, newly acquired property is covered for up to the "limit" shown in the "schedule of coverages" for Legal Liability - Building Coverage. Coverage will end when any of the following first occurs:

- (1) This policy expires;
- (2) 120 days expire after "you" acquire the premises; or
- (3) The premises is added to this policy by endorsement.

"You" must pay any additional premium due from the date "you" acquire the premises.

This Supplementary Coverage does not apply to direct physical loss or damage that occurred before "you" acquired the premises.

HOW MUCH WE PAY

The most "we" pay in damages as the result of any one accident is the applicable "limit" shown in the "schedule of coverages".

Payments under the Supplementary Payments in addition to the "limit" shown in the "schedule of coverages".

The existence of one or more:

1. Additional Insureds, or
2. Newly Acquired Organizations,

does not increase the "Limit".

LOSS CONDITIONS

The following conditions apply in addition to the Other Conditions contained in the Commercial Output Program Property Coverage Part:

1. Duties In The Event Of Accident, Claim Or Suit

- a. "You" must see to it that "we" are notified promptly of any accident that may result in a claim. Notice should include:

- (1) How, when and where the accident took place; and
- (2) The names and addresses of any witnesses.

Notice of an accident is not notice of a claim.

- b. If a claim is made or "suit" is brought against "you", "you" must see to it that "we" receive prompt written notice of the claim or "suit".

- c. "You" 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, settlement or defense of the claim or "suit"; and
- (4) Assist "us", upon "our" request, in the enforcement of any right against any person or organization that may be liable to "you" because of damage to which this insurance may also apply.

- d. "You" will not, except at "your" own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" consent.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join "us" as a party or otherwise bring "us" into a "suit" asking for damages from "you"; or
- b. To sue "us" on this endorsement 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 "you" obtained after an actual trial; but "we" will not be liable for damages that are not payable under the terms of this endorsement or that are in excess of the "limit". An agreed settlement means a settlement and release of liability signed by "us", "you" and the claimant or the claimant's legal representative.

3. Other Insurance

"You" may have other insurance covering the same loss as the insurance under this endorsement. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the "limit" shown in the "schedule of coverages" covering such loss bears to the "Limit" of all insurance covering the loss.

4. Transfer Of Rights Of Recovery Against Others To Us

If "you" have rights to recover all or part of any payment "we" have made under this endorsement, those rights are transferred to "us". "You" must do nothing after loss to impair them. At "our" request, "you" will bring "suit" or transfer those rights to "us" and help "us" enforce them.

ADDITIONAL CONDITIONS

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

1. Bankruptcy

Bankruptcy or insolvency of "you" or "your" estate will not relieve "us" of "our" obligations under this endorsement.

2. Separation Of Insureds

The insurance under this endorsement applies separately to "you" and each additional insured, except with respect to the "limit" shown in the "schedule of coverages".

DEFINITION

"Suit" includes an arbitration proceeding to which "you" must submit or submit with "our" consent.

COMMERCIAL OUTPUT PROGRAM ANIMALS ENDORSEMENT

AAIS
CO 50 12 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE PART

A. 1. **Animals** under **ADDITIONAL PROPERTY NOT COVERED**, is deleted and replaced with the following:

1. **Animals** - "We" do not cover animals, including but not limited to:

- a. Birds and fish;
- b. Animals owned by others and boarded by "you"; and
- c. Animals "you" own and hold for sale

except as provided under **COVERAGE EXTENSIONS, 7. Animals**.

B. The following is added to **COVERAGE EXTENSIONS**:

7. **Animals** - "We" cover loss to:

- a. Animals owned by others and boarded by "you"; and
- b. Animals, including birds and fish "you" own and hold for sale while inside of buildings

and then only if their death or destruction is caused.

The most "we" will pay for loss under this coverage is \$250,000 unless otherwise shown in the "schedule of coverages".

ASBESTOS EXCLUSION

AAIS
CO 50 14 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL OUTPUT PROGRAM PROPERTY COVERAGE PART
COMMERCIAL OUTPUT PROGRAM INCOME COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE
SPOILAGE COVERAGE PART

PERILS EXCLUDED

The following is added to **PERILS EXCLUDED**:

Asbestos - "We" do not pay for any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:

- a) Structures or manufacturing processes containing "asbestos";
- b) The disposal of "asbestos" or goods, products or materials containing "asbestos";
- c) The storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
- d) The removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,

whether or not such "asbestos" is airborne.

"We" have no obligation under this coverage part:

- a) To investigate, settle or defend any claim or suit against "you" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
- b) To pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
- c) For any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."

"Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

SCHEDULED LOCATIONS ENDORSEMENT

AAIS
CO 50 47 01 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY COVERED

The following provision is added to Property Covered.

Scheduled Locations - Coverage provided by the Commercial Output Program coverages applies only to the "covered locations" described on the Location Schedule **CO 50 01** regardless of whether "covered locations" are written on a blanket or scheduled basis.

ADDITIONAL COVERAGES

The following Additional Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages". If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for an Additional Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for an Additional Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered. The "limit" available for coverage described under an Additional Coverage:

- a. Is the only "limit" available for the described coverage; and
- b. Is not the sum of the "limit" indicated for an Additional Coverage and the "limit" for coverage described under Property Covered.

Unless otherwise stated, each additional coverage:

- a. Applies to loss caused by a covered peril;
- b. Is not subject to and not considered in applying coinsurance when coinsurance conditions are added to this coverage; and
- c. Does not extend coverage to personal property at fairs or exhibitions.

1. **Newly Built or Acquired Buildings** - "We" cover direct physical loss to "your" buildings or structures:

- a. Being built at "covered locations" or while being built at other than "covered locations"; or
- b. That "you" acquire during the policy period.

This additional coverage applies for 120 days from the date "you" acquire or begin to construct the building or structure or until "you" report the property to "us", whichever occurs first. This coverage does not go beyond the end of the policy period.

"You" must pay any additional premium due from the date construction is started or from the date "you" acquire the property.

The most "we" pay in any one occurrence for each newly built or acquired building or structure is \$500,000.

2. **Business Personal Property - Acquired Locations** - "We" cover direct physical loss to "your" business personal property at locations that "you" acquire during the policy period.

This coverage applies for 120 days from the date "you" acquire the location or until "you" report the acquired location to "us", whichever occurs first. This coverage does not go beyond the end of the policy period.

"You" must pay any additional premium due from the date "you" acquire the location.

The most "we" pay in any one occurrence for business personal property at each location "you" acquire is \$250,000.

3. **Locations "You" Elect Not To Describe** - "We" cover direct physical loss to "your" building property and business personal property at locations that are not described on the Location Schedule.

The "limit" provided under this additional coverage cannot be combined or added to the "limits" for Newly Acquired Buildings and Personal Property - Acquired Locations.

The most "we" pay in any one occurrence for each unscheduled location is \$50,000.

- 4. Newly Built or Acquired Locations - Income Coverage** - If the Commercial Output Program - Income Coverage Part is attached to this policy, "we" extend "your" coverage for earnings and extra expense to include direct physical loss to "your" covered property while at any location being built or at locations that "you" acquire during the policy period.

If a loss occurs at a location being built and the loss delays the start of "your" "business", the "restoration period" starts from the time "your" "business" would have begun had no loss occurred.

This coverage applies for 120 days from the date the location is acquired or construction begins or until "you" report the location to "us", whichever occurs first. This coverage does not go beyond the end of the policy period.

"You" must pay any additional premium due from the date construction is started or "you" acquire the location.

The most "we" pay in any one occurrence for loss of earnings and incurred extra expense at each newly acquired or built location is \$250,000.

HOW MUCH WE PAY

The following provisions are added to How Much We Pay if a coinsurance percentage is indicated on the "schedule of coverages" and apply only to "covered locations" described on the Location Schedule **CO 50 01** that are written on a scheduled basis.

- 1. Coinsurance, Property Coverage Part** - "We" pay only a part of the loss if the "limit" is less than the value of the covered property at the time of the loss multiplied by the coinsurance percentage. "Our" part of the loss is determined using the following steps:
- Multiply the value of the covered property at the time of the loss by the coinsurance percentage;
 - Divide the "limit" for covered property by the result determined in **a.** above;
 - Multiply the total amount of loss, after the application of any deductible, by the result determined in **b.** above.

"We" pay the amount determined in **c.** above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

If there is more than one "limit" indicated on the "schedule of coverage", this procedure applies separately to each covered property for which a "limit" is shown.

If there is only one "limit" indicated on the "schedule of coverage", this procedure applies to the total of all covered property to which the "limit" applies.

- 2. Coinsurance, Income Coverage Part** - If the Commercial Output Program - Income Coverage Part is attached to this policy, "we" pay only a part of the loss if the "limit" is less than the coinsurance percentage multiplied by the sum of "your" net income (net profit or loss before income taxes) and continuing operating expenses projected for the 12 months following the inception of this policy or the last previous anniversary date of this policy (whichever is later), normally earned by "your" "business".

"Our" part of the loss is determined using the following steps:

- Multiply the coinsurance percentage by the sum of "your" net income and continuing operating expenses projected for the 12 months following the inception of this policy or the last previous anniversary date of this policy;
- Divide the "limit" by the figure determined in **a.** above;
- Multiply the total amount of loss by the figure determined in **b.** above.

"We" pay the amount determined in **c.** above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

If there is more than one "limit" indicated on the "schedule of coverage" for the Income Coverage Part, this procedure applies separately to each "limit".

Coinsurance does not apply to coverage for extra expense.

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: MARCH 17, 2022	Coverage Effective Date: MARCH 17, 2022
Business of Named Insured: MUNICIPALITY	

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$1,000,000
Medical Expense Limit -- Any One Person	\$5,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
EMERGENCY SERVICES AND GOVERNMENTAL GENERAL LIABILITY EXTENSION COVERAGE						
TERRORISM						
FAILURE TO SUPPLY - UTILITES	35010		FLAT	CHARGE		
EMPLOYEE BENEFITS LIABILITY	92100		FLAT	CHARGE		
LOCATION #001 BUILDING #001 -----						
FIRE DEPT OTHER THAN VOLUNTEER (T-506)	43550	25,000 (A)	56.869	INCL.		
GOVERNMENTAL POP 10,001 25,000 (T-506)	44102	4,024,396 (T28)	1.282	INCL.		
CG2450 UNMANNED AIRCRAFT COV A AND B (T-506)	44444	1 (U)	289.850	----		
CG2417 CONTRACTUAL LIAB RAILROAD (T-506)	44444		FLAT	CHARGE		
PARKS OR PLAYGROUNDS (T-506)	46671	9 (T31)	58.559	INCL.		
SEWERS	48039	82 (T37)	41.217	INCL.		
Minimum Premium	\$443.00	\$639.00	Total Premium	\$24,208.00	\$1,075.00	

Premium and Rate Legend

Location of all premises you own, rent, or control:

Refer to "Schedule of Locations"

(T13) Land	- rate per acre
(T19) Dwellings	- rate per dwelling
(T37) Miles	- rate per mile
(P) Payroll	- rate per \$1000 of payroll

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Advance Premium \$25,283.00 (This premium may be subject to adjustment.)
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Coverage Effective Date
MARCH 17, 2022

Policy Number
S 2166184

COMMERCIAL LIABILITY SCHEDULE

Commercial Liability Premium (s)							
Classification	Class Code	Premium Basis	Rates		Advanced Premium		
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations	
STREETS, ROADS, HIGHWAYS OR BRIDGES (T-506)	48727	72 (T37)	36.417	INCL.	\$2,622.00	INCL.	
ELECTRICAL POWER DISTRIBUTION TRANSMIS. (T-506)	52440	997,050 (S)	.136	1.078	\$136.00	\$1,075.00	
WATER COMPANIES (T-506)	99943	382,500 (P)	10.295	INCL.	\$3,938.00	INCL.	
LOCATION #022 BUILDING #002 -----							
BUILDINGS PREM OCCUP EMPL OTHER TH (T-506)	61224	5,000 (A)	24.313	INCL.	\$122.00	INCL.	
LOCATION #077 BUILDING #001 -----							
SKATEBOARD PARK (T-506)	48177		FLAT	CHARGE	\$2,899.00	----	
LOCATION #078 BUILDING #001 -----							
DWELLINGS ONE FAMILY(LESSOR'S RISK ONLY) (T-506)	63010	1 (T19)	37.460	INCL.	\$37.00	INCL.	
LOCATION #080 BUILDING #001 -----							
PARKING PUBLIC OPEN AIR (T-506)	46604	IF ANY (S)	2.199	INCL.	PREMIUM CHARGE TO BE DETERMINED UPON AUDIT		
LOCATION #081 BUILDING #001 -----							
DWELLINGS ONE FAMILY(LESSOR'S RISK ONLY) (T-506)	63010	1 (T19)	37.460	INCL.	\$37.00	INCL.	
LOCATION #082 BUILDING #001 -----							
VACANT LAND OTHER THAN NOT FOR PROFIT (T-506)	49451	1 (T13)	.584	INCL.	\$1.00	INCL.	

CG-7045 (06/92)

INSURED'S COPY

Coverage Effective Date

MARCH 17, 2022

Policy Number

S 2166184

COMMERCIAL LIABILITY SCHEDULE

Premium and Rate Legend

(T31) Playground	- rate per park or playground
(A) Area	- rate per 1000 square feet
(S) Gross Sales	- rate per \$1,000 of sales
(T28) Municipal	- rate per \$1000 expenditures
(U) Units	- rate per unit

EMPLOYEE BENEFITS LIABILITY COVERAGE

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee		
	\$2,000,000 aggregate	\$ 1,000	

Retroactive Date: 03-17-2014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to **Section I — Coverages:**

COVERAGE — EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** — Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All “claims” for damages made by an “employee” because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such “employee’s” dependents and beneficiaries, will be deemed to have been made at the time the first of those “claims” is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

“Bodily injury”, “property damage” or “personal and advertising injury”.

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program”.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any “claim” based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the “employee benefit program”.

- f. **Workers’ Compensation And Similar Laws**

Any “claim” arising out of your failure to comply with the mandatory provisions of any workers’ compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. For the purposes of the coverage provided by this endorsement:

- 1. All references to Supplementary Payments — Coverages **A** and **B** are replaced by Supplementary Payments — Coverages **A**, **B** and **Employee Benefits Liability**.
- 2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

- C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II — Who Is An Insured** are replaced by the following:

- 2. Each of the following is also an insured:
 - a. Each of your “employees” who is or was authorized to administer your “employee benefit program”.
 - b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
 - c. 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 Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III — **Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV — Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission 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 without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or
- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 18. "Suit" means a civil proceeding in which damages because of an act, error or omission 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.

EXCLUSION — COVERAGE C — MEDICAL PAYMENTS

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

48177 - SKATEBOARD PARKFICATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I — Coverage C — Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section I — Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

CONTRACTUAL LIABILITY — RAILROADS

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:

CSX TRANSPORTATION, T 34N R 12 E
KEYSER TOWNSHIP
SECTION 36
AUBURN, IN

Designated Job Site:

TRACKING ID 1035651
CR19 RAILROAD CROSSING
1-PHASE TO 3-PHASE UPGRADE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the DEFINITIONS section is replaced by the following:

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;
- 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 an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

INDIANA CHANGES — AMENDMENT OF DEFINITION OF POLLUTANTS

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 24 28 02 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE FORM

SCHEDULE

Specifically identified substances or materials	<p>a. Petroleum, or petroleum distillates, derivatives or constituents;</p> <p>b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas;</p> <p>c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based;</p> <p>d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids;</p> <p>e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol;</p> <p>f. Toxic metals, semi-metals and their oxides;</p> <p>g. Substances listed below: Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethene, dichloroethylene (DCE), dichloromethane, dieldrin, ethylbenzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BCH), hexadioxin, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methylene chloroform, methyl isobutyl ketone, methyl ethyl ketone, naphtha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE; PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzo-p-dioxin (TCDD), toluene, trichlorobenzene, trichloroethane (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; or</p> <p>h. Substances regulated or listed under any of the following:</p> <p>(1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions;</p> <p>(2) The Agency for Toxic Substances and Disease Registry ToxFAQs;</p> <p>(3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index;</p> <p>(4) IC 13</p> <p>(5) Title 42 of the United States Code;</p> <p>(6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Health Act (OSHA); or</p> <p>(7) Substances on Safety Data Sheets applicable to your operations.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The definition of "pollutants" is replaced by the following:

"Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of "pollutants" applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH
DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS
SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 79 35 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

SUB-LIMITS OF INSURANCE:

“Product Recall Expense”

Per Occurrence: \$25,000

Annual Aggregate: \$50,000

“Additional Covered Expenses”

The “Additional Covered Expenses” Per Occurrence and Annual Aggregate Limit is equal to 50% of the above “Product Recall Expense” Limit.

DEDUCTIBLE: N/A

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT RECALL”. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to SECTION I — COVERAGES:

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” incurred by you because of a “product recall” to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III — LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a “product recall” only if the “product recall” is initiated in the “coverage territory” during the policy period because:

- (1) You determine that the “product recall” is necessary; or
- (2) An authorized government entity has ordered you to conduct a “product recall”.

- c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:
 - (1) These expenses are incurred within one year of the date the "product recall" was initiated;
 - (2) These expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.
- d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".
- e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

- a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
- b. Any "product recall" initiated due to copy-right, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.
- c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (1) An error in manufacturing, design, or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".
- d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".
- e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.
- f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.
- g. A recall when "your product" or a component contained within "your product" has been:
 - (1) Banned from the market by an authorized government entity prior to the policy period; or
 - (2) Distributed or sold by you subsequent to any governmental ban.
- h. The defense of a claim or "suit" against you for liability arising out of a "product recall".
- i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
- j. Any loss, cost or expense due to any:
 - (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

- k. Liability assumed by you in any contract or agreement.
- l. Damages or expenses arising out of the violation of any government regulation.
- m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
- n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
- o. Caprice or whim of the insured.
- p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product recalls" initiated; or
 - c. Number of "your products" withdrawn.
- 2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
 - a. "Product Recall Expense":

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
 - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
- 3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

5. Deductible Provision

a. Deductible

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance 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.

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product recall" is initiated, you must:
 - (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".
- d. You and any others involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product recall".

D. For the purposes of this endorsement, the following condition is added to **SECTION IV — CONDITIONS:**

Concealment Or Fraud

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

- 1. Engaged in fraudulent conduct; or
- 2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

E. The following definitions are added to **SECTION V — DEFINITIONS:**

- 1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

- 2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."
- 3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.
- 4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."
- 5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- 6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

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

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

- 7. "Product recall" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

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

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

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a. Costs of advertising;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h. Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

FAILURE TO SUPPLY — UTILITIES

POLICY NUMBER: S 2166184

COMMERCIAL GENERAL LIABILITY
CG 79 47 11 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I — COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

The following is added:

Failure To Supply Utilities — We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” arising out of the failure of any insured to adequately supply gas, water, electricity, steam or biofuel.

SECTION III — LIMITS OF INSURANCE

The following is added under Paragraph 1.:

The Limits of Insurance applicable to Failure To Supply Utilities is as follows, and are separate from and not in addition to the overall Limits of Insurance shown in the Declarations of this policy and are not subject to the General Aggregate Limit of this policy.

Limits of Liability:	\$1,000,000	Failure to Supply Occurrence Limit
	\$2,000,000	Failure to Supply Aggregate Limit

Regardless of the number of insureds under this policy, the number of claims made or suits brought, our liability for the coverage described below is limited as follows:

1. The Failure to Supply Utilities Aggregate Limit is the most we will pay for all damages because of “bodily injury” and “property damage” arising out of the failure of any insured to adequately supply gas, water, electricity, steam, or biofuel.
2. Subject to 1. above the Failure to Supply Utilities Occurrence Limit is the most we will pay for damages caused by any one occurrence otherwise covered by the policy arising out of the failure of any insured to adequately supply gas, water, electricity, steam, or biofuel.

All other terms and conditions of the Endorsement and the policy to which it is attached remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II — Who Is An Insured**.

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

SECTION I — COVERAGES

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

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

- (3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

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

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

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

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

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

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

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

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

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

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III — Limits Of Insurance**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

k. Damage To Your Product

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

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

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

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III — Limits Of Insurance.**

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B.**

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C — MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the “coverage territory” and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. **Any Insured**
To any insured, except “volunteer workers”.
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers’ Compensation And Similar Laws

To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any “suit” against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. **The indemnitee:**

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2) of Section I — Coverage A — Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II — WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or “suits” brought; or
- c.** Persons or organizations making claims or bringing “suits”.

- 2.** The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
- c.** Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

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

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

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **Section I — Coverage A — Bodily Injury And Property Damage Liability.**
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

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

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I — Coverage A — Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

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

- B. The following is added to Paragraph 2. **Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

This insurance does not apply to:

“Bodily injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

FUNGI OR BACTERIA EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

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

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

EXCLUSION - DESCRIBED HAZARDS (CARNIVALS, CIRCUSES AND FAIRS)

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any carnival, circus, or fair, this insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

INDIANA CHANGES — PER PERSON LIMITS OF INSURANCE — GOVERNMENTAL SUBDIVISIONS

COMMERCIAL GENERAL LIABILITY
CG 25 12 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limit Of Insurance:	Per Limitation under \$ Indiana Code Section 34-13-3-4	Each Person
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph 5. of **Section III — Limits Of Insurance** is replaced by the following:

5. Subject to Paragraph 2. or 3. above, whichever applies:
 - a. The Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A; and
 - (2) Medical expenses under Coverage Cbecause of all “bodily injury” and “property damage” arising out of any one “occurrence”; and

- b. Subject to the Each Occurrence Limit described in Paragraph a. above, the Each Person Limit shown in the Schedule is the most we will pay for the sum of all damages because of all “bodily injury” and “property damage” sustained by any one person as the result of any one “occurrence”.

LIMITED SEWAGE OVERFLOW OR BACKUP COVERAGE ENDORSEMENT WITH PROPERTY DAMAGE EXTENSION

COMMERCIAL GENERAL LIABILITY
CG 72 01 10 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

PROPERTY DAMAGE LIMITS OF LIABILITY:	\$50,000	Per Occurrence
	\$500,000	Aggregate

PROPERTY DAMAGE DEDUCTIBLE:	\$ 250	"Per Claim"
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A. The following is added to Exclusion f. Pollution under SECTION I COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to:

1. A "sewage disposal event" provided that:
 - a. There was a construction, maintenance, operation or repair defect in the insured's "sewage disposal system"; and
 - b. The defect was the "substantial proximate cause" of the "sewage disposal event".
2. "Property damage" to and clean-up of a building and its contents which is the result of a "sewage disposal event" as described in Paragraph 1. above, provided that the property which suffers "property damage" is not owned by or under the care, custody or control of any insured.

The most we will pay for such "property damage" and clean-up is the Property Damage Limits shown in the Schedule above regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

These limits are excess over any other valid and collectible insurance available to the insured or the claimant.

The Aggregate Property Damage Limit shown in the Schedule is the most we will pay for all "property damage" to which this insurance applies.

This insurance does not apply to:

1. The overflow or backup of sewage, the "substantial proximate cause" of which is:
 - a. An obstruction in a "service lead" that was not caused by the insured; or
 - b. Any connection from the affected real property to the "sewage disposal system", including but not limited to, a sump system, backflow preventer, building drain, surface drain, gutter or downspout; or
2. "Property damage" to and clean-up of a building and its contents for which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement.

B. The following definitions are added to SECTION V — DEFINITIONS with respect to the coverage provided by this endorsement:

1. "**Per claim**" means that the Property Damage Deductible set forth in the Schedule above applies separately to each and every claimant.
2. "**Service lead**" means an instrumentality that connects an affected property, including a structure, fixture, or improvement on the affected property, to the "sewage disposal system" that is not owned or maintained by the insured.
3. "**Sewage disposal system**" means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of sewage or industrial wastes, and includes a storm water drain system under the jurisdiction and control of a governmental agency.

4. **“Sewage disposal event”** means the overflow or backup of a “sewage disposal system” onto real property.
5. **“Substantial proximate cause”** means a proximate cause that was 50% or more of the cause of the “sewage disposal event” and the resulting “bodily injury” or “property damage”.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

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COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- 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 \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition **14. "Personal and advertising injury"**:

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V - DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Emergency Services and Governmental ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
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SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

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Emergency Services and Governmental ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 04 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE EXTENSIONS

Emergency Services Errors and Omissions

Paragraph 1. **Insuring Agreement** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Bodily Injury" or "property damage" arising out of "Wrongful Acts or Omissions of a Professional Nature" for which your Fire Company, Ambulance Squad and/or Rescue Squads are deemed to be legally liable.

This Extension of coverage also applies to each individual member of your Fire Company, Ambulance Squad and/or Rescue Squad, while acting within the scope of their official duties and authority.

Limited Property Damage - Golf Ball Damage

If you operate a "golfing facility", Paragraph 1. **Insuring Agreement** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this Extension is a sub-limit of \$2,500 per "occurrence". No deductible applies to loss under this extension.

Medical Liability

Paragraph 1. **Insuring Agreement** under **COVERAGE A - BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Bodily injury" arising out of the rendering of or the failure to render any of the following services performed by your Ambulance Squad, Rescue Squad or Fire Company will be deemed to be caused by an "occurrence":

- a. First Aid; or
- b. Other medical procedures; or
- c. "Good Samaritan services".

With respect to the coverage provided by this coverage Extension only, it is agreed that "insured" also means any member of "your" organization, while acting within the scope of their official duties.

EXCLUSIONS

Expected or Intended Injury - Emergency Services or Law Enforcement Activities

Exclusion a. **Expected Or Intended Injury** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

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:

- (1) "Bodily injury" resulting from the use of reasonable force to protect persons or property; and
- (2) "Bodily Injury" or "property damage" resulting from your efforts to protect persons or property and arising out of the operations of your fire department, first aid squad, ambulance squad or rescue squad.

Temporary Liquor Liability

The following is added to Exclusion c. **Liquor Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity which is held for 10 consecutive days or less for which you:

- 1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or

2. Are required by state or local law/regulation to secure or maintain only a temporary (valid for 10 days or less) alcoholic beverage permit or license.

Employer's Liability Amendment

The following is added to Exclusion **e. Employer's Liability** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker" or "volunteer worker".

Pollution Exclusion Exceptions

Exclusion **f. Pollution** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions** does not apply to the following:

- A. Claims or "suits" against the Named Insured, which allege actual or threatened "bodily injury" or "property damage", proximately caused by the Named Insured's usage, handling or storage of those chemicals intended to be and commonly used for the treatment of water or wastewater at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to the Named Insured.
- B. Claims or "suits" against the Named Insured, which allege actual or threatened "bodily injury" or "property damage", and arise from the water utility operations conducted by the Named Insured, provided that:
 1. The actual or threatened "bodily injury" or "property damage" is proximately caused by the "potable water" that you supply to others for human consumption; and
 2. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" affecting the "potable water" must be accidental, unintended; and
 3. The insured must take reasonable steps to address the conditions described in **2.**, immediately above, as soon as reasonably possible.

All claims or suits that allege actual or threatened "bodily injury" or "property damage" covered by this provision **B.** shall be deemed:

1. To arise from a single "occurrence" regardless of the length of time over which the "pollutants" are released; and
2. To have occurred at the date of the earliest "occurrence".

Amendment of Pollution Exclusion - Emergency and Training Operations

The following is added to Exclusion **f. Pollution** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion, and any endorsements attached to this policy amending this exclusion, does not apply to "emergency operations" or "training operations".

Non-Owned Watercraft

The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

A watercraft you do not own that is 60 feet long or greater and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "personal damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Incidental Garage Operations

The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (7) Any claims arising from "customers' autos" while on or next to those premises you own, rent or control that are used for any "garage operations".

Property of Others In Your Care and

Commandeered Mobile Equipment

- A. Subparagraph (4) of Exclusion **j. Damage To Property** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- (4) Personal property in the care custody or control of the insured. However, this exclusion does not apply to the following:

- a. Personal property of others which is temporarily in your care custody or control as a result of your fire, ambulance or rescue squad "emergency operations". A deductible of \$250 per "occurrence" applies to all damages covered under this exclusion exception.
- b. "Mobile equipment" borrowed or commandeered by the insured in connection with "emergency operations";

- B. Subparagraph (3) of Exclusion **j. Damage To Property** under **Coverage A BODILY INJURY AND PROPERTY DAMAGE, 2. Exclusions** is deleted in its entirety and replaced by the following:

- (3) Property loaned to you. However, this exclusion does not apply to "mobile equipment" borrowed or commandeered by the "insured" in connection with "emergency operations";

Injury to Firemen, Ambulance or Rescue Squad Workers

The following Exclusion is added to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to "bodily injury" or "personal and advertising injury" to any firemen, ambulance or rescue squad workers, whether or not members of your organization, while in the course of their duties as such.

Law Enforcement Activities - Exclusion

As respects your police or law enforcement operations only, the following Exclusion is added to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to "bodily injury" or "property damage" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

Incidental Broadcasting and Publishing

Exclusion j. **Insureds In Media And Internet Type Businesses** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety.

Civil Rights

The following exclusion is added to **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

This insurance does not apply to "personal and advertising injury" arising out of the violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged:

- (1) If caused, in whole or in part by, any dishonest, fraudulent, criminal or malicious act committed by or with the knowledge of an insured, or
- (2) If the insured has waived any immunity to which they would otherwise have been entitled under the law, however this exclusion does not apply if the company gave prior written approval of such waiver of immunity to any insured.

Law Enforcement Activities - Exclusion

The following exclusion is added to **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

This insurance does not apply to "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE

The following Coverage is added to **SECTION I - COVERAGES:**

COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE

1. Insuring Agreement

We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of a "wrongful act" arising out of your "emergency operations" to which this insurance applies.

The most we will pay for "defense expense" under this coverage is \$50,000 and we will have no obligation to provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is included in this coverage.

This insurance applies only if:

- a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them; and
- b. The insured first notifies us as soon as practical after retaining counsel to respond to such action however not later than sixty days after the end of the policy period; and is reasonably expedient in requesting us to pay the "defense expense."

All actions based on or arising out of the same "wrongful act" or related "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:

- a. Plaintiffs;
- b. Insureds;
- c. Demands asserted; or
- d. Injunctions, temporary restraining orders or prohibitive writs.

2. Exclusions

This insurance does not apply to:

- a. Any "wrongful act" which takes place prior to the inception date of this policy if the insured knew or reasonably should have foreseen that such "wrongful act" would give rise to a "claim."
- b. Any "wrongful act" which is insured by any other policy or policies except:

- (1) A policy purchased to apply in excess of this policy; or
- (2) That portion of monetary damages otherwise covered by this policy which exceeds the limits of liability of such other policy or policies.

SECTION II - WHO IS AN INSURED - Amendments

Functional Additional Insureds

A. SECTION II - WHO IS AN INSURED is amended to include as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your commission members;
5. Your agency members;
6. Your board members;
7. Your elective or appointed officers;
8. Your insurance managers;
9. Emergency dispatchers, but solely while acting within the course and scope of their employment by you or at your direction;
10. Any persons or organizations providing services for you under mutual aid or similar agreements, but only for acts within the course and scope of that mutual aid or similar agreement insured by this policy.

However each only with respect to their liability for your activities or activities they perform on your behalf.

B. For any insured that is a school, school system or school board **SECTION II - WHO IS AN INSURED** is further amended to include the following as additional insureds:

1. Any full time consultants acting as School Administrators and/or School Superintendents;
2. Any organization affiliated with and supporting the school such as Parent Teacher Associations, Alumni Associations or Booster Clubs; and
3. The officers and members of such organizations.

However, each only with respect to their liability for your authorized activities or activities they perform on behalf of and authorized by the school.

With respect to the insurance provided by this Paragraph **B.**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph **b. Excess Insurance**:

The insurance provided by this Paragraph **B.** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

Fellow Employee Provision

Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury".

With respect to this paragraph only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Employees As Insureds Amendment

The following is added to Paragraph **2.** under **SECTION II - WHO IS AN INSURED**:

- e.** If the insured is a fire company, ambulance squad or rescue squad the insured organization and each "employee", member or "volunteer worker" of the insured organization while operating within the scope of his/her duties with respect to claims made or suits brought against them for injuries to members of other fire companies, ambulance squads or rescue squads.

The exclusion for Injury to Firemen, Ambulance or Rescue Squad Worker added by this endorsement does not apply to this provision.

Incidental Medical Malpractice

Subparagraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services. This does not apply to the following:
 - (i)** School nurses, school psychologists, physical therapists, hearing and speech therapists, athletic trainer, emergency medical technicians or paramedics.
 - (ii)** Your emergency services medical director(s), however only with respect to their administrative duties as your medical directors. Your medical director is not an insured for providing or failing to provide any service as a physician, including, but not limited to, on-line medical direction or medical command via telecommunication to emergency personnel.

However provisions **(i)** and **(ii)** above do not apply if the Named Insured is in the business or occupation of providing any such professional services.

Golf or Tennis Pros As Additional Insureds

The following is added to **SECTION II - WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you rent or lease to them.

Commandeered "Mobile Equipment" - Owner As An Additional Insured

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the owner of commandeered "mobile equipment" while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation", however only as respects to their liability arising out of your use of the commandeered mobile equipment.

SECTION III - LIMITS OF INSURANCE

Aggregate Limits - COVERAGE D

Paragraph **2.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c.** Damages under Coverage **B**; and
- d.** Damages under Coverage **D**.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Waiver of Transfer of Rights of Recovery - Golfing Facility

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you operate a "golfing facility", we will waive any right of recovery we may have against any of your members or their guests because of payments we make for "bodily injury" or "property damage" arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to "bodily injury" or "property damage" that is expected or intended by your member or their guest.

SECTION V - DEFINITIONS

Civil Rights

The following is added to Definition **14.** "Personal and Advertising Injury" under **SECTION V - DEFINITIONS**:

- (h)** Violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged, by any fire company, rescue squad or ambulance squad; excluding any fines levied in connection with such violations.

Customers' Autos

The following definition is added to **SECTION V - DEFINITIONS**:

"Customers' autos" means an "auto" in your temporary possession for the purpose of receiving the services included in your "garage operations", however does not include an "auto" owned by, or rented or loaned to, any insured.

Emergency Operations

The following definition is added to **SECTION V - DEFINITIONS**:

"Emergency operations" means actions:

- (1)** Which are urgent responses for protection of property, human life, health or safety; and
- (2)** Which result from or arise from the performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including run off from the cleaning of equipment as a result of such operations; and
- (3)** Which are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organization.

For the purpose of this definition, "property damage" arising out of "emergency operations" includes clean up of a pollutant.

Garage Operations

The following definition is added to **SECTION V - DEFINITIONS**:

"Garage operations" means the service, repair, parking or storage of "customers' autos", including all operations necessary or incidental thereto. Parking or storage of "customers autos" is a "garage operation" only when the "customers autos" are parked by you and are in your care, custody or control.

Good Samaritan Services

The following definition is added to **SECTION V - DEFINITIONS**:

"Good Samaritan services" means medical services rendered at the scene of an emergency for which no remuneration is demanded or received.

Injunctive Relief

The following definitions are added to **SECTION V - DEFINITIONS** and apply only to **COVERAGE D INJUNCTIVE RELIEF DEFENSE EXPENSE**:

"Claim" means written or oral notice from any party that it is their intention to hold the insured responsible for damages arising out of a "wrongful act" by the insured.

"Defense expense" means fees or expenses incurred by the insured for:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, however we do not have to furnish these bonds.

"Defense expense" does not include:

- a. Any salaries, charges or fees for any insured, insured's employees or volunteers, or former employees or volunteers; or
- b. Any expenses other than **a.**, **b.**, **c.**, and **d.** above.

"Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.

"Wrongful act" means an actual or alleged act, error or omission by or on behalf of you in the performance of your operations.

Potable Water

The following definition is added to **SECTION V - DEFINITIONS**:

"Potable water" means water intended and provided for human consumption.

Training Operations

The following definition is added to **SECTION V - DEFINITIONS**:

"Training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to "Emergency operations" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

Wrongful Acts or Omissions of a Professional Nature

The following definition is added to **SECTION V - DEFINITIONS**:

"Wrongful Acts or Omissions of a Professional Nature" means any actual or alleged errors or mistakes, or breach of duty (including misfeasance, malfeasance and nonfeasance) which arise out of normal activities and services of a Fire Company, Ambulance Squad and/or Rescue Squad.

GENERAL AGGREGATE LIMIT PER PROJECT

COMMERCIAL GENERAL LIABILITY
CG 79 97 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under **SECTION III — Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL GENERAL LIABILITY
CG 80 29 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions:**

"Bodily injury" or "property damage" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

- (2) The insured's:

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

- (3) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

B. The following exclusion is added to **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions:**

"Personal and advertising injury" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

- (2) The insured's:

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured's:

- (a)** Design;
- (b)** Control;
- (c)** Maintenance;
- (d)** Supervision;
- (e)** Inspection; or
- (f)** Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4)** The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or
- (5)** The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

All other terms and conditions of the coverage form remain unchanged.

Previous Policy Number

S 2166184

Policy Number:

S 2166184

ABUSE OR MOLESTATION OCCURRENCE LIABILITY COVERAGE DECLARATIONS

Entity Name: CITY OF AUBURN, IN

Producer Name: INSURANCE TRUSTEES

Named Insured and Address

CITY OF AUBURN, IN
210 S CEDAR ST
P O BOX 506
AUBURN
IN, 46706-2302

Policy Period:

From: MARCH 17, 2022

To: MARCH 17, 2023

12:01 A.M. Standard Time At
"your" Mailing Address Above.

**THIS INSURANCE CONSISTS OF THE "ABUSE" OR "MOLESTATION" COVERAGE PART, THE
DECLARATIONS PAGE, AND INCLUDES ALL ENDORSEMENTS, IF ANY LISTED BELOW.**

Limits of Insurance:

Aggregate Limit: \$1,000,000

Each "Abuse" or "Molestation" Limit: \$1,000,000

Deductible:

Each "Abuse" or "Molestation": NONE

Business Description:

CORPORATION

Premium: \$2,457

Minimum Premium: \$2,457

**IN RETURN FOR YOUR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE APPLICABLE
TERMS, CONDITIONS, ENDORSEMENTS AND DEFINITIONS CONTAINED IN YOUR POLICY, WE AGREE
TO PROVIDE THE INSURANCE COVERAGE PROVIDED BY THIS POLICY.**

**Forms and Endorsements applying to this coverage part and made part of this policy at time of
issuance:**

REFER TO "COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE"

COUNTERSIGNED BY: _____
(Authorized Representative)

DATE: _____

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

ABUSE OR MOLESTATION
AM 00 01 06 10

PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Throughout this coverage part the words "you" and "your" refer to those Named Insured(s) shown in the Declarations of the policy to which this coverage part is attached. The words "we," "us" and "our" refer to the Company providing this insurance.

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

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

SECTION I — COVERAGE

ABUSE OR MOLESTATION LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" to which this insurance applies, if the insured is obligated to pay such "damages" by reason of:

(1) The insured's:

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting "abuse" or "molestation" to the proper authorities, or failure to so report; or
- (f) Retention of any "employee", volunteer, student in training or any other person or persons for whom the insured is or ever was legally responsible; or

(2) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another; or

- (3) The insured's failure to provide professional services or neglect of therapeutic needs arising from "abuse" or "molestation" for which coverage applies under Item **1.a.(1)** or Item **1.a.(2)** of this insuring agreement; or

- (4) The insured's liability for any "employee", volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by you.

We have the right and duty to defend any "suit" seeking "damages" to which this insurance applies. However, we have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "abuse" or "molestation" and settle any claim or "suit" that may result.

But:

- (a) The amount we will pay for "damages" is limited as set forth in **SECTION III — LIMIT OF INSURANCE**; and

- (b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "damages."

We will pay, with respect to any "suit" we defend, those "defense costs" incurred with our consent. No other obligation or liability to pay sums or perform acts or services is covered by this coverage part.

Our obligation to pay for "damages" applies only to the amount of "damages" in excess of any deductible amount shown in the Declarations. The deductible applies separately to each "abuse" or "molestation." Upon our request you will reimburse us for any amounts that we have paid that are within the applicable deductible.

- b. This insurance applies only if:
 - (1) The “abuse” or “molestation” takes place in the “coverage territory”; and
 - (2) The “abuse” or “molestation” first takes place during the policy period of the policy to which this coverage part is attached.

2. Exclusions

This insurance does not apply to:

- a. Liability assumed by the insured under any contract or agreement.
- b. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. “Injury” to:
 - (1) An “employee,” volunteer, or student in training of the insured arising out of and in the course of:
 - (a) Employment by or services provided to the insured; or
 - (b) Performing duties related to the conduct of the insured’s organization; or
 - (2) The spouse, child, parent, brother or sister of such “employee,” volunteer, or student in training as a consequence of Paragraph (1) above. This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay “damages” because of the “injury”, except that this exclusion does not apply in the limited instances when such “employee” is also your client and receiving services falling within the scope of services that you provide and the claim arises out of the provision of those services.
- d. Any claim made against an insured by another insured, except that this exclusion will not apply when such insured is an “employee,” volunteer, or student in training of yours, who is also your client and receiving services falling within the scope of the services that you provide and the claim arises out of the provision of those services.
- e. Any loss, cost or expense because of criminal charges, criminal investigations or criminal proceedings of any kind.

- f. Any person who has or who is alleged to have committed or participated in or directed “abuse” or “molestation.”

SECTION II — WHO IS AN INSURED

- 1. You are an insured.
- 2. Each of the following is also an insured:
 - a. Your directors, but only for liability arising from their duties as your directors;
 - b. Your board members, but only for liability arising within the scope of their duties as such;
 - c. An “affiliate” including the following persons but solely during the period of time the “affiliate”, as defined below, is an insured; the “affiliate’s” (1) directors, but only for liability arising within the scope of their duties as such; (2) board members, but only for liability arising within the scope of their duties as such; (3) “employees”, but only for liability arising within the scope of their employment duties for the “affiliate”; (4) volunteers, but only for liability arising within the scope of their volunteer duties for the “affiliate”; and (5) students in training, but only for liability arising within the scope of their duties for the “affiliate”.
 - d. Your “employees”, but only for liability arising within the scope of their employment duties for you.
 - e. Your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and
 - f. Students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to “damages” because of “abuse” or “molestation” before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III — LIMIT OF INSURANCE

1. The limit of insurance shown in the Declarations and the rules below fix the most we will pay for “damages” to which this insurance applies 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 **EACH “ABUSE” OR “MOLESTATION” LIMIT** shown in the Declarations is the most we will pay for all “damages” as the result of any claim of “abuse” or “molestation”.

Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one “abuse” or “molestation” regardless of:

- a. The number of injured parties;
- b. The period of time or policy periods over which the acts took place; and
- c. The number of such actual, threatened or alleged acts.

3. The **AGGREGATE LIMIT** shown in the Declarations is, subject to Paragraph 2. of this Section, the total limit of our liability for all “damages” to which this insurance applies.

The Aggregate limits of this coverage part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to which this coverage part is attached; unless the policy period of the policy to which this coverage part is attached 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 annual period for purposes of determining the limit of insurance.

SECTION IV — CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this coverage part.

1. Duties in the Event of an Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable, but in no event later than 90 days after you become aware of an incident or potential incident of “abuse” or “molestation”. You must also see to it that if a claim is made or “suit” is brought against any insured, we receive written notice of the claim or “suit” as soon as practicable, but in no event later than 90 days after the claim is made or “suit” is brought.
- b. 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, settlement or defense of the claim or “suit” including the release of any personnel records of the person(s) allegedly involved in the “abuse” or “molestation”; 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 “abuse” or “molestation” to which this insurance may also apply.
- c. No insureds will, except at their own cost, and without recourse to this coverage part, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action against Us

No person or organization has a right under this coverage part:

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

A person or organization may sue us to recover as a result of an “agreed settlement” or on a final judgment against an insured obtained after an actual trial, but we will not be liable for “damages” that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

If any insured has other insurance directly or indirectly providing coverage for "damages" also covered by this coverage part, then this insurance shall be excess over and shall not contribute with such other insurance except where such insurance is specifically designated as excess to this coverage part.

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

5. Premium and Records

- a. We will compute all premiums for this insurance in accordance with our rules and rates.
- b. The first named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this coverage part you agree:

- a. The statements in the Declarations and in the application for insurance are accurate and complete.
- b. Those statements are based upon representations made by the insureds upon reasonable inquiry; and
- c. We have issued this coverage part in reliance upon those representations.

7. Separation of Insureds

Except with respect to the limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

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

8. Transfer or Rights of Recovery against Others to Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will institute legal proceedings or transfer those rights to us and help us enforce them.

9. Two or More Coverage Parts or Policies Issued By Us

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention, but if the facts and circumstances of any claim or "suit" give rise to actual or claimed duplication or overlap of coverage then, notwithstanding the other insurance provision in this coverage part, if this coverage part and any other coverage part or policy issued to the insured by us, or any company affiliated with us, apply to facts and circumstances that in any way include "abuse" or "molestation", the limit of insurance under all such coverage parts or policies combined shall not exceed the applicable limit of insurance stated in the Declarations of this coverage part.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

10. When We Do Not Renew

If we decide not to renew this coverage part or the policy to which this coverage part is attached, we will mail or deliver to the first named insured shown in the Declarations of the policy to which this coverage part is attached written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Affiliate" means those entities existing on or prior to the effective date of this Coverage Part of which you are the majority owner on or prior to the effective date of this Coverage Part but solely for so long as you remain the majority owner. After the date of the sale of your majority ownership interest or upon dissolution of any "affiliate", the "affiliate" and all included persons under **SECTION II — WHO IS AN INSURED** shall cease to be "affiliates" and insureds.

2. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us.
3. "Abuse" or "molestation" means each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together.

Each, every and all actual, threatened or alleged acts of "abuse" or "molestation" or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one "abuse" or "molestation" regardless of:

- a. The number of injured parties;
- b. The period of time or policy periods over which the acts took place; and
- c. The number of such actual, threatened, or alleged acts.

"Abuse" or "molestation" comprising more than one act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place at the time of the first such incident, act or encounter

4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Damages" means a monetary:
 - a. Judgment;
 - b. Award; or
 - c. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us. But it does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damage award.
6. "Defense Costs" means reasonable attorney's fees and related litigation costs to defend any "suit" seeking "damages" to which this coverage part applies. "Defense Costs" also includes the following:
 - 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 this coverage part applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
7. "Employee" includes a "leased worker" or a "temporary worker".
8. "Injury" means physical injury to a person, sickness, disease or emotional distress, mental anguish, or death resulting there from.

9. "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 organization.
10. "Suit" means a civil proceeding in which "damages" are sought for "abuse" or "molestation" to which this insurance applies. "Suit" also 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.
11. "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.

INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL EXPENSE COVERAGE

ABUSE AND MOLESTATION
AM 00 02 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION COVERAGE PART

1. INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL LEGAL EXPENSE COVERAGE

I. Insuring Agreement

Subject to the limits shown below, we will also pay "civil legal expenses" in those "suits" against a "named party" until either:

1. In a civil proceeding, the "named party," in any way, admits or is adjudicated to be culpably responsible for the "abuse" or "molestation" including but not limited to having an adjudication that the "named party" committed, participated in, directed the "abuse" or "molestation"; or
2. In a criminal or quasi-criminal proceeding, the "named party," has been convicted or entered a guilty plea or nolo contendere plea to a criminal or quasi-criminal charge, establishing intent or any of the acts of commission or omission that may be relied upon by the plaintiffs to establish culpability of the "named party" for the "abuse" or "molestation" in a "suit".

We will not pay for "civil legal expenses" in connection with any appeal from a judgment.

II. Limit of Liability

Our obligations under this Endorsement are limited as described below under **Employee, Volunteer or Student-in-Training Civil Legal Expense Costs Limitations**.

III. Conditions

Our obligations pursuant to this Endorsement are conditioned upon the "named party" agreeing in writing to:

- (a) Cooperate with us in the investigation of "civil legal expenses" we are asked to pay;
- (b) Notify any other insurer whose coverage may be available to the "named party;"

- (c) Cooperate with us with respect to coordinating other applicable insurance available to the "named party;"
- (d) Acknowledge that we will no longer be obligated to pay the "named party's" "civil legal expenses" after we have paid or tendered the applicable limit set forth below;
- (e) Retain and cooperate with defense counsel of the "named party's" choice to defend against the "suit;"
- (f) Not contest our decision to terminate our obligation to fund "civil legal expenses" when we have paid or tendered the limits set forth below; and
- (g) Agree to reimburse us in the event we make any payments that exceed the limit of our "civil legal expenses" obligation set forth below, but in no event shall we be obligated to make those payments.

2. For the purposes of **SECTION I** of this Endorsement, **INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL LEGAL EXPENSE COVERAGE**, application of Exclusion f. of the Sexual Abuse or Molestation Coverage Form is suspended until such time as our obligations under this Endorsement are terminated in accordance with the terms of this Endorsement.

3. INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING CIVIL LEGAL EXPENSE LIMITATIONS

The Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit shown below is the most we will pay for all "civil legal expenses" under this Endorsement, regardless of the number of Sexual Abuse or Molestation claims covered during the policy period.

Subject to the Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit below, the Each Employee, Volunteer and Student-in-Training Civil Legal Expense Limit shown below is the most we will pay under this Endorsement for all "civil legal expenses" for any one "named party."

**Employee, Volunteer and Student-In-Training
Civil Legal Expense Policy Aggregate
Limit: \$250,000.00**

**Each "Named Party" Civil Legal Expense
Limit: \$ 50,000.00**

Upon our payment of the "Employee, Volunteer and Student-In-Training Civil Legal Expense Policy Aggregate Limit" or the "Each "Named Party" Civil Legal Expense Limit," as the case may be, our obligation under this Endorsement shall immediately terminate and we shall not be responsible for, nor do we assume, the obligation to continue paying "civil legal expenses." The "named party" shall promptly reimburse us for any payments we make, or may be required to make pursuant to this Endorsement, to the extent that they exceed the limits set forth above.

4. Solely for purposes of this Endorsement, the following definitions are added to **SECTION V — DEFINITIONS**, contained in the "Abuse" Or "Molestation" Coverage Part:

"Civil legal expenses" means reasonable attorney's fees, related litigation costs and fees to defend against a "suit";

"Named party" means an "employee", volunteer or student-in-training of the first named insured who is alleged to have committed, participated in or directed "abuse" or "molestation" for which coverage would be provided to the first named insured for such "suit" under the "Abuse" or "Molestation" Coverage Part.

All other terms, definitions and conditions of the Abuse or Molestation Coverage Part remain unchanged.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

ABUSE OR MOLESTATION
AM 00 31 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage that is otherwise excluded.

ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

ABUSE OR MOLESTATION
AM 00 37 06 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

Section II — Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your Abuse or Molestation Liability policy, but only with respect to liability the insured is legally obligated to pay as “damages” because of “abuse” or “molestation” resulting in “injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for such additional insured.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the occurrence.

DEFINITION OF DAMAGES AMENDED

ABUSE OR MOLESTATION
AM 01 01 06 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION COVERAGE FORM

The definition of "damages" under the **DEFINITIONS** Section is deleted in its entirety and replaced by the following:

5. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. "Agreed settlement".

"Damages" do not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damage award.

Previous Policy Number
S 2166184

Policy Number
S 2166184

BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: MARCH 17, 2022		Coverage Effective Date: MARCH 17, 2022	
Business of Named Insured: MUNICIPALITY			
Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$28,924.00
Personal Injury Protection (or First Party Benefits)		Separately stated in each P.I.P. Endorsement.	
Added Personal Injury Protection (or Added First Party Benefits)		Separately stated in each P.I.P. Added Endorsement	
Auto Medical Payments	2	\$5,000	\$754.00
Uninsured Motorists	2	\$1,000,000 CSL	\$2,560.00
Underinsured Motorists	2	\$1,000,000 CSL	\$7,168.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus any applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$8,786.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$20,197.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage Premium for Endorsement			INCL. \$1,500.00

Auto Schedule											
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost	
IN	1	ASM	74	TRAILER	MVIN41782IND		694990/L				
IN	2	ASM	78	TRAILER	MVIN105303IND		694990/L				
IN	7	ASM	92	TRAILER	MVIN104735IND		694990/L				
IN	8	GATO	73	TRAILER	1241240862		694990/L				
IN	9	WELL	90	ROAD FORCE	1WC200F22L1045129		684990/L				
IN	12	GMC	91	C7H042	1GDP7H1J9MJ520323	H	S/314790/L			\$24,160	
IN	13	FORD	94	L8000	1FDYK82E7RVA35795	H	S/314790/L			\$40,782	
CONTINUED ON SCHEDULE: CA-7059											
No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Um & Uim Motorists Premium	Physical Damage Insurance			Towing Prem.	
							Comprehensive		Specified Causes of Loss	Collision	
							Ded.	Prem.		Ded.	Prem.
IN	1	133	31								
IN	2	133	31								
IN	7	133	31								
IN	8	133	31								
IN	9	133	11		1						
IN	12	133	99		5	64	500	12	1,000		36
IN	13	133	109		5	64	500	18	1,000		36
Totals \$											

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. IN 110	Name and Address of Loss Payee TCF EQUIPMENT FINANCE ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA, MN 55305
CONTINUED ON SCHEDULE: CA-7059	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$72,336.00 (This premium may be subject to adjustment.)
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Previous Policy Number

S 2166184

Policy Number

S 2166184

BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
INDIANA	IF ANY	.412	\$50.00	\$50.00
Total Premium				\$50.00

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	L i m i t o f I n s u r a n c e	Estimated Annual Cost of Hire	Rate per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

Item Five – Schedule for Non-Ownership Liability

Named Insured's Business	R a t i n g B a s i s	N u m b e r	P r e m i u m
Other than a Social Service Agency	Number of Employees	500	\$736.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$736.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -

Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

CA-7058 (02/92)

INSURED'S COPY

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule

Auto Schedule												
No.		Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost	
									Year	N/U		
IN	14	FORD	94	L8000	1FDYK82E5RVA35794	H	S/314790/L				\$40,782	
IN	15	GMC	95	C7H042	1GDM7H1J5SJ520996	H	S/314790/L				\$70,144	
IN	16	GMC	95	C34	1GBJC34K6SE244772	L	S/014790/L				\$17,458	
IN	20	INT'	94	4900	1HTSHAAR5RH574437	H	S/314830/L				\$60,000	
IN	24	HUDS	75	TRAILER	HT187509		694990/L					
IN	25	DELP	79	TRAILER	8986		694990/L					
IN	26	POLA	86	TRAILER	123WM1313G1T06561		684990/L					
IN	27	MERI	93	TRAILER	000356		694990/L					
IN	28	LPF	93	TRAILER	1S958350090313106		684990/L					
IN	29	REDI	95	12' TRAILER	47SS122T8S1009800		684990/L					
IN	30	WALK	95	FOOD GRADE	1W9BT1820SB161003		684990/L					
IN	32	AMER	30	FIRE TRUCK	L436		962500				\$6,900	
IN	33	SEAG	93	FIRE TRUCK	1F9FW38L7PCST2115	H	790900				\$999,999	
IN	34	GMC	05	C4C042	1GBE4C1255F522742	M	S/214790/L				\$40,290	
IN	35	BELS	96	WB2 TRAILER	16JF01425T1028553		684990/L					
IN	42	INT'	95	4900	1HTSHAAR9SH215162	H	S/314830/L				\$128,295	
IN	43	SEAG	98	SEAGRAVE	1F9E028TXWCST2003	H	790900				\$700,000	
IN	46	DODG	07	3500 ST	3D2WH46D57G771561	M	S/214790/L					
IN	47	CHEV	00	SILVERADO	1GCEC14W0YZ159044	L	S/014990/L				\$33,000	
IN	49	GMC	00	C7500	1GDP7H1C0YJ523912	H	S/314830/L				\$61,512	
IN	50	SPAR	00	FIRETRUCK	4S7HT2299YC037199	H	790900				\$300,000	
IN	51	FORD	01	F550SD	1FDAF56F21EB39686	M	S/214990/L					
IN	52	GMC	00	C7500	1GDM7H1C9YJ524172	H	S/314990/L					
IN	55	GMC	01	C34	3GBKC34GX1M111764	L	S/014790/L					
IN	58	SPAL	99	HOT PATCHE	T498221282	H	799600					
IN	59	KENW	02	TANKER	2NKMHZ8X02N888981	HTT	790900				\$200,000	
IN	60	GMC	03	K29	1GCHK29123E213656	L	790900					
IN	61	INTE	04	TRAILER	1UK500J2941047092		684990/L					
IN	62	MERT	03	TRAILER	1M9UG08193W102857		684990/L					
IN	63	FORD	08	SUPER DUTY	1FTSX20518EC14280	L	S/014990/L					
IN	65	STER	04	L7500	2FZAATAK64AM35072	H	C/334990/L				\$188,686	
IN	66	BELS	99	TRAILER	16JF01621X1033141		684990/L					
IN	67	FORD	95	L8000	1FDYK82E9SCA19913	H	C/334990/L					
IN	70	ARM	94	COLLECTOR	1A9SC2330RM274066	M	799600				\$23,600	
IN	71	ARM	95	COLLECTOR	1A9SC233XSM274092	M	799600				\$23,800	
No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Um & Um Motorists Premium	Physical Damage Insurance				Towing Prem.	
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.		Prem.
IN	14	133	109		5	64	500	18		1,000	36	
IN	15	133	117		5	64	500	22		1,000	50	
IN	16	133	89		5	64	500	12		1,000	22	
IN	20	133	128		5	64	500	20		1,000	29	
IN	24	133	31									
IN	25	133	31									
IN	26	133	10		1							
IN	27	133	31									
IN	28	133	10		1							
IN	29	133	10		1							
IN	30	133	19		1							
IN	32	133	28		7	96	50	36		50	31	
IN	33	133	178		5	64	500	270		1,000	1,424	
IN	34	133	136		5	64	500	30		1,000	25	
IN	35	133	10		1							
IN	42	133	143		5	64	500	26		1,000	73	
IN	43	133	178		5	64	500	199		1,000	1,001	
IN	46	133	133		5	64						
IN	47	133	121		5	64	500	22		1,000	26	
IN	49	133	139		5	64	500	24		1,000	37	
IN	50	133	178		5	64	500	106		1,000	436	
IN	51	133	134		5	64						
IN	52	133	127		5	64						
IN	55	133	100		5	64						
IN	58	133	198			64						
IN	59	133	178		5	64	500	83		1,000	295	
IN	60	133	178		5	64						
IN	61	133	12		1							
IN	62	133	11		1							
IN	63	133	130		5	64						
IN	65	133	198		5	64	500	45		1,000	148	
IN	66	133	11		1							
IN	67	133	102		5	64						
IN	70	133	198		5	64	500	31		1,000	39	
IN	71	133	198		5	64	500	31		1,000	39	

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost
								Year	N/U	
IN 72	ARM	00	COLLECTOR	1A9TC182XYM274010	M	799600				\$23,500
IN 74	CHEV	85	D30 MILITA	1GCGD34J2FF434644	L	S/014990/L				
IN 75	MERT	05	TRAILER	1M9UG12125W102944		684990/L				
IN 78	BELS	06	TRAILER DT	16JF0202741039598		684990/L				\$9,750
IN 79	ROYA	06	CARGO TRAI	5LABE18266M012926		684990/L				
IN 80	COAC	07	ENCLOSED T	1T9EU102971888019		684990/L				
IN 82	GMC	07	C8CO42	1GDP8C1C77F412596	H	C/334990/L				\$21,500
IN 83	GMC	07	C8500 C8C0	1GDP8C1C47F411440	H	C/334990/L				
IN 85	FORD	02	F550	X1FDA57F92EB56193	M	S/214990/L				
IN 86	FORD	08	SUPER DUTY	1FTNF21538EC38725	L	S/014990/L				\$87,995
IN 87	FORD	08	SUPER DUTY	1FTNF21558EC38726	L	S/014990/L				
IN 88	GMC	90	C24 HD	1GBGC24K6LE195806	L	S/014990/L				
IN 89	FORD	08	FUSION SE	3FAHP07188R259494		739800				\$600,000
IN 91	AMER	86	HUMMER POL	00000000000017347	L	791200				
IN 93	SPAR	08	FIRETRUCK	4S7AU2D998C070375	L	790900				
IN 95	BELS	07	TRAILER	5JWU182771010147		684990/L				\$31,650
IN 96	BRID	07	FIBER REEL	1L90R12117G085699		684990/L				
IN 97	TOWM	03	T-12T TRAI	4KNTT162X3L163400		684990/L				
IN 99	GMC	06	SIERRA C15	3GTEC14X06G170891	L	S/014990/L				\$24,900
IN 100	DODG	10	JOURNEY	3D4PG5FV2AT275273	L	S/014990/L				
IN 104	GMC	11	C3500	1GB5CZCG1BZ376655	L	S/014990/L				
IN 105	DODG	11	RAM 2500	3D7TP2CT2BG628477	L	S/014990/L				\$34,629
IN 107	INTL	92	4000 SERIE	1HTSCNKL8NH417897	H	C/334790/L				
IN 108	INTL	92	4000 SERIE	1HTSCPLL6NH417925	H	C/334790/L				
IN 110	JOHN	00	3000 ST SW	1J9VM3H65YC172060	H	799600				\$30,000
IN 111	INT'	90	4600	1HTSAZPM7LH688557	H	C/334790/L				
IN 112	DODG	13	CHARGER PO	2C3CDXAG9DH521617		791100				
IN 113	DODG	13	DURANGO PO	1C4RDJFGXDC564913	L	791200				\$23,970
IN 116	FORD	13	F150	1FTMF1CM5DRB23820	L	S/014990/L				
IN 117	DODG	14	CHARGER PO	2C3CDXAG1EH207946		791100				
IN 118	CHEV	14	TAHOE	1GNSK2E07ER184077	L	790900				\$29,295
IN 120	DODG	14	CHARGER	2C3CDXAGXEHL35475		791100				
IN 121	GMC	07	ENVOY	1GKDT13S772203305	L	S/014990/L				
IN 122	FORD	11	RANGER	AFTKR1ACXBPB01563	L	S/014990/L				\$20,850
IN 124	CHEV	11	SILVERADO	1GCNCPEX6BZ395974	L	S/014990/L				

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Un & Uim Motorists Premium	Physical Damage Insurance					Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.	Prem.	
IN 72	133	198			5	64	500	31		1,000	39	
IN 74	133	86			5	64						
IN 75	133	12			1							
IN 78	133	14			1		500	10		1,000	21	
IN 79	133	12			1							
IN 80	133	20			1		500	17		1,000	41	
IN 82	133	189			5	64	500	38		1,000	98	
IN 83	133	189			5	64	500	38		1,000	98	
IN 85	133	133			5	64						
IN 86	133	134			5	64						
IN 87	133	134			5	64						
IN 88	133	97			5	64						
IN 89	133	156			7	96						
IN 91	133	277			5	64						
IN 93	133	178			5	64	500	176		1,000	860	
IN 95	133	22			1		500	21		1,000	67	
IN 96	133	13			1		500	9		1,000	21	
IN 97	133	11			1		500	7		1,000	21	
IN 99	133	123			5	64						
IN 100	133	134			5	64	500	27		1,000	26	
IN 104	133	146			5	64	500	35		1,000	40	
IN 105	133	146			5	64	500	35		1,000	40	
IN 107	133	118			5	64	500	14		1,000	45	
IN 108	133	118			5	64	500	14		1,000	45	
IN 110	133	198				64	500	49		1,000	104	
IN 111	133	118			5	64	500	14		1,000	45	
IN 112	133	231			7	96	500	61		1,000	106	
IN 113	133	277			5	64	500	78		1,000	98	
IN 116	133	143			5	64	500	31		1,000	33	
IN 117	133	231			7	96	500	66		1,000	117	
IN 118	133	178			5	64	500	33		1,000	42	
IN 120	133	231			7	96	500	66		1,000	117	
IN 121	133	132			5	64						
IN 122	133	141			5	64	500	31		1,000	34	
IN 124	133	137			5	64	500	28		1,000	26	

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class / Radius Code	List Symbol	Purchased by Insured		Cost
								Year	N/U	
IN 125	FORD	11	RANGER	1FTKR1AD8BPA64397	L	S/014990/L				\$17,935
IN 126	RAM	14	RAM CHASSI	3C7WRTAJ3EG192965	L	S/014990/L				\$41,886
IN 127	DODG	14	CHARGER PO	2C3CDXAG1EH312843		791100				\$26,295
IN 128	DODG	14	CHARGER PO	2C3CDXAT7EH312844		791100				\$26,295
IN 129	DODG	15	DURANGO SP	1C4SDJFT5FC743104	M	791200				\$30,162
IN 130	SUTP	14	AERIAL LAD	1S9A3LNE1E2003123	H	790900				\$800,000
IN 131	MONI	15	SYSTEMS TR	1M9RP0511FD035990		684990/L				\$9,700
IN 132	FORD	15	F350	1FTRF3B69FEC64290	L	S/014990/L				\$32,352
IN 133	CHEV	15	TAHOE K150	1GNSK3EC9FR555385	L	790900				\$42,560
IN 134	ALLI	07	GLOBAL STR	1J0VM3H637C172136	H	799600				\$89,500
IN 135	DODG	15	DURANGO SP	1C4SDJFT0FC837939	L	791200				\$29,995
IN 136	DODG	15	RAM 1500	1C6RR7XT3FS734871	L	791200				\$18,543
IN 137	DODG	16	RAM PICKUP	3C6LR5AT8G6126662	L	S/014990/L				\$27,176
IN 138	DODG	16	RAM 2500 P	3C6LR5AT8G6126663	L	S/014990/L				\$27,176
IN 139	DODG	16	RAM 1500	1C6RR7KG1GS177646	L	S/014990/L				\$36,440
IN 140	DODG	16	RAM 2500	3C7WR5AT6GG236215	L	790900				\$34,800
IN 141	FORD	16	F150	1FTMF1CF5GKD58988	L	S/014990/L				\$26,430
IN 142	FORD	16	F150	1FTMF1EF0GKD58989	L	S/014990/L				\$26,430
IN 144	RAM	16	1500 SSV	1C6RR7XT7GS281712	L	791200				\$29,954
IN 145	DODG	16	RAM 2500	3C6TR5CT8GG285050	L	S/014790/L				\$38,315
IN 146	FORD	16	F550	1FDUF5GY3GEC19410	M	S/214990/L				\$45,944
IN 147	DODG	16	CHARGER PO	2C3CDXKT3GH260050		791100				\$24,900
IN 148	DODG	16	CHARGER PO	2C3CDXKT7GH260049		791100				\$36,300
IN 149	FORD	17	F250	1FTBF2B65HEC65399	L	S/014990/L				\$35,330
IN 150	FORD	17	MUSTANG	1FA6P8AM1H5282059		791100				\$25,802
IN 152	GRIF	17	SER 76X144	56WAU1215HE009806		684990/L				\$1,295
IN 153	IMPL	04	TRAILER	1T9FS162940372343		684990/L				\$4,000
IN 154	DODG	17	CHARGER PO	2C3CDXKT0HH630758		791100				\$36,375
IN 155	DODG	17	CHARGER PO	2C3CDXKT9HH630757		791100				\$36,375
IN 156	FORD	16	E450	1FDXE4FS4GDC22426	M	S/214990/L				\$179,300
IN 157	FORD	17	F250	1FT7W2B61HEE05275	L	S/014990/L				\$38,930
IN 158	JEEP	17	PATRIOT SP	1C4NJRBBXHD189055	L	S/014990/L				\$23,392
IN 159	BUTL	17	BP-1600-S	1BUC30204H1008932		684990/L				\$22,761
IN 160	FORD	17	F550	1FDUF5HY2HDA08978	M	S/214990/L				\$118,093
IN 161	CRON	18	6000 TRAIL	473BF3025J1000001		684990/L				\$10,200

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Un & Unim Motorists Premium	Physical Damage Insurance					Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.	Prem.	
IN 125	133	132			5	64	500	24		1,000	26	
IN 126	133	161			5	64	500	47		1,000	65	
IN 127	133	231			7	96	500	66		1,000	117	
IN 128	133	231			7	96	500	66		1,000	117	
IN 129	133	277			5	64	500	84		1,000	116	
IN 130	133	178			5	64	500	223		1,000	1,142	
IN 131	133	17			1		500	14		1,000	21	
IN 132	133	160			5	64	500	43		1,000	63	
IN 133	133	178			5	64	500	39		1,000	65	
IN 134	133	198			5	64	500	49		1,000	104	
IN 135	133	277			5	64	500	84		1,000	116	
IN 136	133	277			5	64	500	64		1,000	83	
IN 137	133	160			5	64	500	41		1,000	64	
IN 138	133	160			5	64	500	41		1,000	64	
IN 139	133	168			5	64	500	49		1,000	80	
IN 140	133	178			5	64	500	35		1,000	52	
IN 141	133	160			5	64	500	41		1,000	64	
IN 142	133	160			5	64	500	41		1,000	64	
IN 144	133	277			5	64	500	89		1,000	134	
IN 145	133	149			5	64	500	45		1,000	66	
IN 146	133	194			5	64	500	56		1,000	80	
IN 147	133	231			7	96	500	73		1,000	141	
IN 148	133	231			7	96	500	82		1,000	148	
IN 149	133	174			5	64	500	51		1,000	87	
IN 150	133	231			7	96	500	87		1,000	159	
IN 152	133	9			1		500	9		1,000	21	
IN 153	133	11			1		500	7		1,000	21	
IN 154	133	231			7	96	500	87		1,000	159	
IN 155	133	231			7	96	500	87		1,000	159	
IN 156	133	237			5	64	500	96		1,000	143	
IN 157	133	174			5	64	500	51		1,000	87	
IN 158	133	161			5	64	500	38		1,000	63	
IN 159	133	24			1		500	27		1,000	49	
IN 160	133	232			5	64	500	85		1,000	123	
IN 161	133	20			1		500	20		1,000	21	

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No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost	
								Year	N/U		
IN 162	FORD	18	TRANSIT T-	1FTYR2CM0JKA20810	L	791200				\$25,718	
IN 163	RAM	18	1500 ST	3C6JR7DG2JG152599	L	S/014990/L				\$22,932	
IN 164	RAM	18	1500 ST	3C6JR7DG1JG171936	L	S/014990/L				\$22,932	
IN 165	CHEV	18	TAHOE SPEC	1GNSKFEC1JR175421	L	790900				\$49,340	
IN 166	DODG	18	CHARGER PO	2C3CDXKTXJH248999		791100				\$36,750	
IN 167	GRIF	16	UTILITY TR	56WAU1218GE006431		694990/L				\$1,300	
IN 168	SPAU	18	HOT PATCH	4S9PD212XJM097187	H	799600					
IN 169	MERT	11	TRAILER	1M9UG1824BW102262		694990/L				\$2,360	
IN 170	DODG	18	DURANGO	1C4RDJFGLJC346693	L	S/014990/L				\$34,195	
IN 171	FORD	18	F150	1FTMF1CB9JKE25080	L	S/014990/L				\$27,380	
IN 172	CHEV	18	SILVERADO	3GCUKREC5JG391260	L	S/014990/L				\$44,600	
IN 173	RAM	18	1500 ST	1C6RR7ST1JS288394	L	S/014990/L				\$37,595	
IN 174	DODG	18	CHARGER PO	2C3CDXKTXJH323863		791100				\$36,750	
IN 175	DODG	18	CHARGER PO	2C3CDXKT1JH323864		791100				\$36,750	
IN 176	INTL	19	4000 4300	1HTMMMR8KH707053	H	S/314990/L				\$259,681	
IN 177	INT'	19	4300	1HTMMMR6KH707052	H	S/314990/L				\$239,509	
IN 178	INTL	19	4000 4300	1HTMMMR4KH707051	H	S/314990/L				\$168,795	
IN 179	INT'	19	4300	1HTMMMR4KH707048	H	S/314990/L				\$83,921	
IN 180	FORD	18	F150 SUPER	1FTFW1E5XJFD96777	L	S/014990/L				\$37,430	
IN 181	FORD	18	F150 SUPER	1FTFW1E56JFD96775	L	S/014990/L				\$37,430	
IN 182	FORD	18	F150 SUPER	1FTFW1E58JFD96776	L	S/014990/L				\$37,430	
IN 183	FORD	18	F150 SUPER	1FTFW1E54JFD96774	L	S/014990/L				\$37,430	
IN 184	RAM	18	1500 ST	3C6JR6DG9JG323665	L	S/014990/L				\$33,995	
IN 185	RAM	18	1500 ST	3C6JR6DG0JG323666	L	S/014990/L				\$33,995	
IN 186	INT'	19	4300	1HTMMMR2KH707050	H	S/314990/L				\$286,453	
IN 187	DODG	18	RAM 2500	3C7WR5HJ3JG314669	L	S/014990/L				\$47,527	
IN 188	DODG	18	RAM 2500	3C7WR5HJ1JG314668	L	S/014990/L				\$47,527	
IN 189	FORD	19	F550	1FDUF5HY9KDA11853	M	C/234990/L				\$70,973	
IN 190	DODG	19	RAM 1500 C	1C6RR7FTXKS602877	L	S/014990/L				\$36,745	
IN 191	DODG	19	CHARGER PO	2C3CDXKT2KH600166		791100				\$25,989	
IN 192	RAM	19	1500 CLASS	1C6RR7FT6KS634919	L	S/014990/L				\$25,984	
IN 193	DODG	19	DURANGO	1C4SDJFT8KC764880	M	791200				\$37,365	
IN 194	CHEV	18	TAHOE SPEC	1GNSKFEC0JR364805	L	790900				\$49,340	
IN 195	FORD	19	F150	1FTMF1EB0KKD50249	L	S/014990/L				\$31,324	
IN 196	DODG	19	RAM 1500 C	1C6RR7KT8KS677440	L	791200				\$39,545	

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Un & Unim Motorists Premium	Physical Damage Insurance				Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision	
							Ded.	Prem.		Ded.	Prem.
IN 162	133	277			5	64	500		101	1,000	161
IN 163	133	167			5	64	500		42	1,000	80
IN 164	133	167			5	64	500		42	1,000	80
IN 165	133	178			5	64	500		47	1,000	90
IN 166	133	231			7	96	500		92	1,000	170
IN 167	133	27					500		9	1,000	18
IN 168	133	198				64					
IN 169	133	30					500		8	1,000	18
IN 170	133	177			5	64	500		52	1,000	101
IN 171	133	172			5	64	500		47	1,000	90
IN 172	133	184			5	64	500		60	1,000	111
IN 173	133	180			5	64	500		57	1,000	106
IN 174	133	231			7	96	500		92	1,000	170
IN 175	133	231			7	96	500		92	1,000	170
IN 176	133	249			5	64	500		115	1,000	228
IN 177	133	249			5	64	500		115	1,000	228
IN 178	133	233			5	64	500		98	1,000	197
IN 179	133	212			5	64	500		74	1,000	161
IN 180	133	180			5	64	500		57	1,000	106
IN 181	133	180			5	64	500		57	1,000	106
IN 182	133	180			5	64	500		57	1,000	106
IN 183	133	180			5	64	500		57	1,000	106
IN 184	133	177			5	64	500		52	1,000	101
IN 185	133	177			5	64	500		52	1,000	101
IN 186	133	253			5	64	500		121	1,000	240
IN 187	133	187			5	64	500		63	1,000	114
IN 188	133	187			5	64	500		63	1,000	114
IN 189	133	245			5	64	500		72	1,000	162
IN 190	133	179			5	64	500		60	1,000	116
IN 191	133	231			7	96	500		97	1,000	180
IN 192	133	170			5	64	500		50	1,000	99
IN 193	133	277			5	64	500		106	1,000	170
IN 194	133	178			5	64	500		47	1,000	90
IN 195	133	175			5	64	500		55	1,000	111
IN 196	133	277			5	64	500		106	1,000	170

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class / Radius Code	List Symbol	Purchased by Insured		Cost
								Year	N/U	
IN 197	DODG	19	2500	3C6UR5CJ5KG684915	L	S/014990/L				\$39,850
IN 198	CHEV	20	TRAVERSE	1GNEVFKW2LJ161158	L	S/014990/L				\$34,900
IN 199	FREI	20	M2 106 MED	1FVACWFC7LHMC8587	H	799600				\$115,768
IN 200	FORD	20	F150	1FTMF1EB2LFA28366	L	S/014990/L				\$25,876
IN 201	BUTL	19	TRAILER	1BUC21205K1001049		684990/L				\$6,058
IN 202	FORD	20	EXPLORER P	1FM5K8AB3LGB22695	L	791200				\$40,615
IN 203	TITL	20	EQUIPMENT	T6C2493BTTKJP		694990/L				\$8,400
IN 204	DODG	20	RAM 1500 C	1C6RR7ST4LS149203	L	S/014990/L				\$38,745
IN 205	DODG	20	DURANGO SS	1C4SDJFT9LC369981	L	791200				\$31,369
IN 206	FORD	20	F550	1FDUF5HT6LDA08656	M	S/214830/L				\$47,707
IN 207	DODG	20	DURANGO SS	1C4SDJFT2LC381874	L	791200				\$31,369
IN 208	CHEV	20	TRAVERSE L	1GNEVFKW7LJ293476	L	S/014990/L				\$34,900
IN 209	FORD	20	T150	1FTYE2C80LKB30497	L	S/014990/L				\$40,355
IN 210	FORD	20	T150	1FTYE2C82LKB30498	L	S/014990/L				\$40,355
IN 211	DODG	20	DURANGO SS	1C4SDJFT0LC368329	L	791200				\$34,870
IN 212	RAM	20	1500 CLASS	1C6RR7XT4LS159447	L	791200				\$41,375
IN 213	FREI	21	108SD	3ALAG5FE5MDMN3709	HTT	404790/L				\$154,376
IN 214	FREI	21	108SD	3ALAG5FE3MDMN3708	HTT	404790/L				\$154,376
IN 215	FORD	21	F250	1FD7W2B61MEC13764	L	S/014990/L				\$46,600
IN 216	FREI	21	108SD	3ALAG5FE1MDMN3710	HTT	404790/L				\$154,376
IN 217	FREI	21	108SD	3ALAG5FE3MDMN3711	HTT	404790/L				\$154,376
IN 218	DODG	20	RAM 1500 C	1C6RR7XT2LS159446	L	S/014990/L				\$41,375
IN 219	TOLE	21	UTILITY TR	4T9U1GB16MT069432		694990/L				\$1,420
IN 220	CHEV	21	SILVERADO	1GCUYAEF0MZ331546	L	S/014990/L				\$43,315
IN 221	DODG	21	DURANGO	1C4SDJFT7MC763626	L	791200				\$38,995
IN 222	DODG	21	DURANGO	1C4SDJFT5MC763625	L	791200				\$38,995
IN 223	RAM	21	1500 CLASS	3C6JR7DG6MG713732	L	S/014990/L				\$33,050
IN 224	RAM	21	1500 CLASS	3C6JR7DG8MG713733	L	S/014990/L				\$33,050
IN 225	FORD	22	F550	1FDUF5HT0NDA04816	L	S/014990/L				\$82,884
IN 226	DODG	21	DURANGO	1C4SDJFT5MC823323	L	791200				\$38,995

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Un & Uim Motorists Premium	Physical Damage Insurance					Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.	Prem.	
IN 197	133	179			5	64	500	60		1,000	116	
IN 198	133	172			5	64	500	57		1,000	119	
IN 199	133	198				64	500	108		1,000	328	
IN 200	133	167			5	64	500	52		1,000	107	
IN 201	133	17			1		500	17		1,000	21	
IN 202	133	277			5	64	500	133		1,000	258	
IN 203	133	56					500	21		1,000	18	
IN 204	133	176			5	64	500	62		1,000	125	
IN 205	133	277			5	64	500	112		1,000	179	
IN 206	133	204			5	64	500	65		1,000	124	
IN 207	133	277			5	64	500	112		1,000	179	
IN 208	133	172			5	64	500	57		1,000	119	
IN 209	133	179			5	64	500	66		1,000	129	
IN 210	133	179			5	64	500	66		1,000	129	
IN 211	133	277			5	64	500	112		1,000	179	
IN 212	133	277			5	64	500	133		1,000	258	
IN 213	133	392			5	64	500	129		1,000	496	
IN 214	133	392			5	64	500	129		1,000	496	
IN 215	133	179			5	64	500	69		1,000	148	
IN 216	133	392			5	64	500	129		1,000	496	
IN 217	133	392			5	64	500	129		1,000	496	
IN 218	133	179			5	64	500	66		1,000	129	
IN 219	133	28					500	11		1,000	18	
IN 220	133	176			5	64	500	66		1,000	142	
IN 221	133	277			5	64	500	112		1,000	179	
IN 222	133	277			5	64	500	112		1,000	179	
IN 223	133	169			5	64	500	57		1,000	129	
IN 224	133	169			5	64	500	57		1,000	129	
IN 225	133	185			5	64	500	85		1,000	171	
IN 226	133	277			5	64	500	112		1,000	179	

Totals \$	28,138				754	9,728	8,786			20,197	
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Coverage Effective Date
MARCH 17, 2022

Policy Number
S 2166184

BUSINESS AUTOMOBILE SCHEDULE

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:

Vehicle No.

Name and Address of Loss Payee

IN 134

COMMUNITY STATE BANK AND/OR ITS ASS
P O BOX 370
101 N CHICAGO ST
ROYAL CENTER, IN 46978

IN 213
216

214
217

U.S. BANCORP GOVERNMENT LEASING AND FINANCE INC
1210 MADRID ST
MARSHALL, MN 56258

INDIANA CHANGES — AMENDMENT OF DEFINITION OF POLLUTANTS

POLICY NUMBER: s 2166184

COMMERCIAL AUTO
CA 04 34 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Specifically Identified Substances Or Materials	<ul style="list-style-type: none">a. Petroleum, or petroleum distillates, derivatives or constituents;b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas;c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based;d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids;e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol;f. Toxic metals, semi-metals and their oxides;g. Substances listed below: Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethene, dichloroethylene (DCE), dichloromethane, dieldrin, ethylbenzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BCH), hexadioxin, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methylene chloroform, methyl isobutyl ketone, methyl ethyl ketone, naphtha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE; PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzo-p-dioxin (TCDD), toluene, trichlorobenzene, trichloroethane (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; orh. Substances regulated or listed under any of the following:<ul style="list-style-type: none">(1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions;(2) The Agency for Toxic Substances and Disease Registry ToxFAQs;(3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index;(4) IC 13(5) Title 42 of the United States Code;(6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Health Act (OSHA); or(7) Substances on Safety Data Sheets applicable to your operations.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "pollutants" is replaced by the following:

"Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of "pollutants" applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.

MOBILE EQUIPMENT

POLICY NUMBER: s 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	58	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments		Each Person	
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	58	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	58	\$1,000,000 Each Accident	\$47.00
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto	

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
58	99 SPAL HOT PATCHE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: s 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	70	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments	70	\$5,000 Each Person	\$5.00
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	70	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	70	\$1,000,000 Each Accident	\$47.00
Comprehensive	70	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$31.00
Collision	70	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$39.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
70	94 ARM COLLECTOR
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	71	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments	71	\$5,000 Each Person	\$5.00
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	71	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	71	\$1,000,000 Each Accident	\$47.00
Comprehensive	71	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$31.00
Collision	71	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$39.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
71	95 ARM COLLECTOR
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	72	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments	72	\$5,000 Each Person	\$5.00
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	72	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	72	\$1,000,000 Each Accident	\$47.00
Comprehensive	72	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$31.00
Collision	72	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$39.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
72	00 ARM COLLECTOR

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	110	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments		Each Person	
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	110	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	110	\$1,000,000 Each Accident	\$47.00
Comprehensive	110	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$49.00
Collision	110	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$104.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
110	00 JOHN 3000 ST SW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	134	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments	134	\$5,000 Each Person	\$5.00
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	134	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	134	\$1,000,000 Each Accident	\$47.00
Comprehensive	134	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$49.00
Collision	134	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$104.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
134	07 ALLI GLOBAL STR

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: s 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	168	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments		Each Person	
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	168	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	168	\$1,000,000 Each Accident	\$47.00
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto	

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
168	18 SPAU HOT PATCH
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

MOBILE EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	199	\$1,000,000 Each Accident	\$198.00
Auto Medical Payments		Each Person	
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	
Uninsured Motorists	199	\$1,000,000 Each Accident	\$17.00
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage .)	199	\$1,000,000 Each Accident	\$47.00
Comprehensive	199	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$108.00
Collision	199	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1000 Deductible For Each Covered Auto	\$328.00

Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
199	20 FREI M2 106 MED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".
- C.** Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
CSX TRANSPORTATION, T 34N R 12 E, KEYSER TOWNSHIP SECTION 36, AUBURN, IN	TRACKING ID 1035651 CR19 RAILROAD CROSSING 1-PHASE TO 3-PHASE UPGRADE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

ADDITIONAL INTEREST ENDORSEMENT

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 70 18 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

SECTION II — Liability Coverage, A.1. Who Is An Insured in the Business Auto Coverage Form and **SECTION I — COVERED AUTOS COVERAGES, D.2. Who Is An Insured** in the Auto Dealers Coverage Form is amended to include as an “insured” each interest named below with whom you are required under a written contract or agreement to add as an additional “interest” on your policy, only with respect to the coverage afforded by the applicable coverage part listed above, and only for those operations, locations or vehicles described below. The inclusion of any additional interest on this endorsement shall not increase the limits of “our” liability.

ADDITIONAL INTEREST

COMMUNITY STATE BANK AND/OR ITS ASS
P O BOX 370
101 N CHICAGO ST
ROYAL CENTER, IN 46978

DESCRIPTION OF OPERATIONS, LOCATIONS, OR VEHICLES

2007 ALLIANZ/GLOBAL STREET SWEEPER

VALUE GUARD COVERAGE — FIRE DEPARTMENTS AND RESCUE SQUADS

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 70 27 04 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. WORDS AND PHRASES WITH SPECIAL MEANING

1. "Auto" shall include "permanently attached equipment".
2. "Permanently attached equipment" means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the "auto". Equipment inserted on permanently installed slide brackets with or without the use of setscrews or tension shall not be construed as "permanently attached equipment."

B. CHANGE IN PHYSICAL DAMAGE INSURANCE

Under **Section III — Physical Damage Coverage**, with respect to any "auto" identified and scheduled on this endorsement, Paragraphs 1. and 3. of **C. Limit of Insurance** are deleted and the following is added to this Section:

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The cost to repair such covered "auto" or part thereof;
2. The cost to replace a part or parts of the covered "auto" with a part or parts of like kind or quality, without deduction for depreciation;
3. The cost to replace a covered "auto" with a new "auto" of like kind or quality, without deduction for depreciation; or
4. The Limit of Insurance identified in the Value Guard Schedule for the respective covered "auto". Newly acquired "autos" during the policy period that are not identified in the Value Guard Schedule are not covered under this endorsement.

Under **Section III — Physical Damage Coverage**, with respect to any "auto" identified in the Value Guard Schedule, the following provisions are added to Item **C. Limit of Insurance**.

In addition to the cost of repair or replacement as referenced in Paragraphs **B.1.** or **B.2.** above, we will pay up to an additional 50% of the "loss" for the actual costs you incur to render the lost or damaged parts of the covered "auto" to be in compliance with the latest safety or equipment standards mandated by governmental agencies or other nationally recognized standards setting organizations. If, as a result of a covered cause of "loss", an agency or organization requires recertification of the replaced, lost or damaged parts, we shall also pay those costs.

In the event the estimated costs to repair a damaged covered "auto" exceed 75% of the limit shown in the Value Guard Schedule, and you choose not to accept payment under Paragraphs **B.1.** or **B.2.** above, we will pay the lesser of the amounts due you under Paragraphs **B.3.** or **B.4.** above. Should we make settlement under **B.3.** or **B.4.**, we shall have the rights to all recovery and salvage.

VALUE GUARD SCHEDULE

Auto No.	Year	Trade Name	Body Type	VIN	Limit of Insurance
33	93	SEAG	FIRE TRUCK	1F9FW38L7PCST2115	\$999,999
43	98	SEAG	SEAGRAVE	1F9E028TXWCST2003	\$700,000
50	00	SPAR	FIRETRUCK	4S7HT2299YC037199	\$300,000
59	02	KENW	TANKER	2NKMHZ8X02N888981	\$200,000
93	08	SPAR	FIRETRUCK	4S7AU2D998C070375	\$600,000
130	14	SUTP	AERIAL LAD	1S9A3LNE1E2003123	\$800,000

STATED AMOUNT INSURANCE

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
CA 99 28 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
32	COLLISION	\$6,900 Limit Of Insurance	\$31.00
		\$50 Deductible	
32	COMPREHENSIVE	\$6,900 Limit Of Insurance	\$36.00
		\$50 Deductible	
		Limit Of Insurance	
		Deductible	
Total Premium			\$67.00

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
32	1930	AMER FIRE TRUCK

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** For a covered "auto" described in the Schedule, **Physical Damage Coverage - Limits Of Insurance** is replaced by the following:

Limits Of Insurance

1. The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The Limit Of Insurance shown in the Schedule.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

C. Deductible

1. For each covered "auto", our obligation to pay:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
 - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.
2. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

INDIANA UNINSURED MOTORISTS COVERAGE

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
SA 21 44 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

"Bodily Injury":	Each "Accident"
"Bodily Injury" And "Property Damage": \$1,000,000	Each "Accident"
Section C - Exclusions applies in its entirety unless an "X" is entered below:	
<input checked="" type="checkbox"/> If an "X" is entered in this box, Exclusion 8. does not apply.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:
 - a. "Bodily injury" sustained by the "insured" and caused by an "accident" with an "uninsured motor vehicle"; or
 - b. "Property damage" caused by an "accident" with an "uninsured motor vehicle" if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Insurance apply.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insured":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" if sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
6. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".
9. "Property damage" caused by a hit-and-run vehicle.
10. Punitive or exemplary damages.

11. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

12. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.

However, Exclusion **C.12.** does not apply to an "insured" under 18 years of age.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable under any workers' compensation, disability benefits or similar law.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws, including medical payments made under any statute.

5. We will not pay for a loss which is paid or payable under Physical Damage Coverage.

6. No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance |Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

First Priority	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any other Coverage Form or policy affording Uninsured Motorists Coverage to the "insured".

- a. The Limit of Insurance under the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted.
 - b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
 - c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.
2. The **Legal Action Against Us** provision is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 2.b. does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
 - (1) The Indiana Guaranty Fund; or
 - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - (1) Whether the "insured" is legally entitled to recover damages; and
 - (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
 3. "Occupying" means in, upon, getting in, on, out or off.
 4. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the Policy.
5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes "bodily injury" to an "insure" by hitting the "insure", a covered "aut" or a vehicle an "insure" is "occupying".However, "uninsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.

INDIANA UNDERINSURED MOTORISTS COVERAGE

POLICY NUMBER: S 2166184

COMMERCIAL AUTO
SA 31 16 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: CITY OF AUBURN, IN

Endorsement Effective Date: MARCH 17, 2022

SCHEDULE

Limit Of Insurance:	\$1,000,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damage must result from "bodily injury" sustained by the "insured" and caused by an "accident" with an "underinsured motor vehicle".

The owner's or driver's liability for this damage must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bond or policy, and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws.
2. The direct or indirect benefit of any insurer of property.
3. "Bodily injury" if sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
However, Exclusion C.7. does not apply to an "insured" under 18 years of age.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable under any workers' compensation, disability benefits or similar law.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

5. No "insured" shall recover duplicate payments for the same elements of "loss" or payments in excess of damages sustained.

E. Changes In Conditions

The **Conditions** are changed for **Underinsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

First Priority	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any other Coverage Form or policy affording Underinsured Motorists Coverage to the "insured".

- a. The Limit of Insurance under the vehicle the “insured” was “occupying” under the Coverage Form or policy in the first priority shall first be exhausted.
- b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
- c. We will pay only our share of the “loss”. Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. The Legal Action Against Us provision is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the “accident”. However, this Paragraph **2.b.** does not apply if, within two years after the date of the “accident”:
 - (1) We and the “insured” agree to arbitration in accordance with this endorsement; or
 - (2) The “insured” has filed an action for “bodily injury” against the owner or operator of the “underinsured motor vehicle”, and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly send us copies of the legal papers if a “suit” is brought.

- b. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the “insured” and the insurer of the “underinsured motor vehicle” and allow us 30 days to advance payment to that “insured” in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such “underinsured motor vehicle”.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

- a. If we make any payment and the “insured” recovers from another party, the “insured” shall hold the proceeds in trust for us and pay us back the amount we have paid.
- b. Our rights do not apply under this provision if we:
 - (1) Have been given prompt written notice of a tentative settlement between an “insured” and the insurer of the “underinsured motor vehicle”; and
 - (2) Fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after notification:

 - (a) That payment will be separate from any amount the “insured” is entitled to recover under the provisions of this coverage; and
 - (b) We also have the right to recover the advanced payment from the insurer or the owner or operator of the “underinsured motor vehicle”.
- c. If we make a payment because the insurer of the “underinsured motor vehicle” is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
 - (1) The Indiana Guaranty Fund; or
 - (2) The “insured” of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - (1) Whether the "insured" is legally entitled to recover damages; and
 - (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana but their limits are either:
 - a. Less than the limit of liability for this coverage; or
 - b. Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

BUSINESS AUTO COVERAGE FORM

COMMERCIAL AUTO
CA 00 01 10 13

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

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

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

SECTION I — COVERED AUTOS

Item Two of the Declarations shows the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos”. The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos”.

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any “Auto”	
2	Owned “Autos” Only	Only those “autos” you own (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” you acquire ownership of after the policy begins.
3	Owned Private Passenger “Autos” Only	Only the private passenger “autos” you own. This includes those private passenger “autos” you acquire ownership of after the policy begins.
4	Owned “Autos” Other Than Private Passenger “Autos” Only	Only those “autos” you own that are not of the private passenger type (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” not of the private passenger type you acquire ownership of after the policy begins.
5	Owned “Autos” Subject To No-fault	Only those “autos” you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those “autos” you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned “Autos” Subject To A Compulsory Uninsured Motorists Law	Only those “autos” you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those “autos” you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described “Autos”	Only those “autos” described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to any power unit described in Item Three).
8	Hired “Autos” Only	Only those “autos” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned “Autos” Only	Only those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes “autos” owned by your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II — COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when 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 Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

- a.** That are, or that are contained in any property that is:
 - (1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2)** Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III — PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

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

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or 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.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a.** Wear and tear, freezing, mechanical or electrical breakdown.
- b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a.** Permanently installed in or upon the covered "auto";

- b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a.** "Loss" to any one covered "auto" is the lesser of:

- (1)** The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2)** Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3)** An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV — BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;

- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V — DEFINITIONS

- A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B.** "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- 2. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- 6.** That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a.** 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;
 - b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "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".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a.** Power cranes, shovels, loaders, diggers or drills; or
 - b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. 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":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "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.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "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.

P. "Trailer" includes semitrailer.

INDIANA CHANGES

COMMERCIAL AUTO
CA 01 19 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

A. Except as provided in Paragraph **B.** of this endorsement, **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by adding the following and supersedes any provision to the contrary:

If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide for any covered "auto" owned by an "insured" is primary and shall first be exhausted.

B. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and

- b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident" a person described in **1.b.** is operating an "auto" owned by the business described in **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.a.** is excess over any coverage available to that person.
2. When two Coverage Forms providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident" an "insured" under the Coverage Form described in **2.a.** is operating an "auto" owned by a person described in **2.b.**, then the liability Coverage Form issued to the business described in **2.a.** is primary and the Coverage Form issued to a person described in **2.b.** is excess over any coverage available to the business.

INDIANA CHANGES — POLLUTION EXCLUSION

COMMERCIAL AUTO
CA 04 33 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Pollution** Exclusion:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

B. Changes In General Liability Coverages

With respect to the Auto Dealers Coverage Form:

1. The following is added to Exclusion **2.f. Pollution** of Paragraph **A. Bodily Injury And Property Damage Liability**:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

2. The following is added to Exclusion **2.i. Pollution** of Paragraph **B. Personal And Advertising Injury Liability**:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

COMMERCIAL AUTO
CA 04 42 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under Covered Autos Liability Coverage:

- A. The United States of America or any of its agencies.
- B. Any United States Government "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
 - 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and

- 2. The Federal Tort Claims Act requires the U.S. Attorney General to defend the "employee" in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE — FIRE, POLICE AND EMERGENCY VEHICLES

COMMERCIAL AUTO
CA 20 02 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Physical Damage Coverage is changed as follows:

- A.** The exclusion relating to audio, visual and data electronic equipment in Paragraphs **B.4.c.** and **B.4.d.** does not apply to any equipment that is installed in or upon a covered "auto" which is:
 - 1.** Owned by a police or fire department;
 - 2.** Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
 - 3.** Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.
- B.** For covered "autos" described above, the **Limits Of Insurance** provision in Paragraph **C.1.b.** does not apply.

PROFESSIONAL SERVICES NOT COVERED

COMMERCIAL AUTO
CA 20 18 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

EMPLOYEE HIRED AUTOS

COMMERCIAL AUTO
CA 20 54 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Auto Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

PHYSICAL DAMAGE COVERAGE

COMMERCIAL AUTO
CA 70 38 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

This endorsement amends PHYSICAL DAMAGE COVERAGE section of the above coverage form, effective on the inception date of the policy or as indicated above, by adding the following paragraph:

At your option, for glass losses only, any Comprehensive Coverage deductible shown in the declarations will not apply if the glass is satisfactorily repaired rather than replaced.

However, we will not waive this deductible if it is equal to or greater than the replacement cost of the glass.

LIMITED MOBILE EQUIPMENT COVERAGE

COMMERCIAL AUTO
CA 77 74 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the "mobile equipment" definition under **SECTION V — DEFINITIONS** will be treated as an "auto" solely under **SECTION II — LIABILITY COVERAGE** but only to the extent the "mobile equipment": (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the "mobile equipment" described in the foregoing sentence.

This endorsement does not provide coverage for any "mobile equipment" under **SECTION III — PHYSICAL DAMAGE COVERAGE** unless that "mobile equipment" is specifically scheduled as a covered "auto" and a premium charge is made for that "mobile equipment" as a covered "auto" in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or "mobile equipment" shall never be treated as an "auto" under this endorsement unless the vehicle is specifically scheduled as a covered "auto" and a premium charge is made for that vehicle as a covered "auto" in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac®
Commercial Auto Extension
Emergency Services Organizations And
Governmental Entities

COMMERCIAL AUTO
CA 78 10 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

COMMANDEERED AUTO - OWNER AS AN INSURED

If this policy provides Auto Liability coverage for owned "autos", the following extension applies:

The following is added to **SECTION II, A.1. - Who Is An Insured**:

The owner of a commandeered "auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an "emergency operation".

EXPECTED OR INTENDED INJURY AMENDMENT

If this policy provides Auto Liability coverage for owned "autos", the following extension applies:

The following is added to **SECTION II, B.1. - Exclusions**:

This exclusion does not apply to "bodily injury" or "property damage" caused by an "employee" or "volunteer worker" of an "emergency services organization", while acting in the performance and scope of his or her duties unless such "bodily injury" or "property damage" is the result of any willful or wanton act of such "employee" or "volunteer worker" of an "emergency services organization" in the discharge of such duty.

COMMANDEERED AUTOS - CARE, CUSTODY OR CONTROL AMENDMENT

If this policy provides Auto Liability coverage for owned "autos", the following extension applies:

The following is added to **SECTION II, B.6. - Exclusions**:

The Care, Custody or Control exclusion does not apply to "autos" loaned to or held in the "insured's" care, custody or control if the "autos" are borrowed during an "emergency operation" and are used to assist in that "emergency operation".

POLLUTION EXCLUSION AMENDMENT - EMERGENCY AND TRAINING OPERATIONS (NOT APPLICABLE IN NEW YORK)

If this policy provides Auto Liability coverage for owned "autos", the following extension applies:

The following is added to **SECTION II, B.11. Exclusions**:

This exclusion does not apply to "emergency operations" or "training operations".

PRIMARY NON-OWNED COVERAGE FOR VOLUNTEER WORKERS AND EMPLOYEES - EMERGENCY SERVICES ORGANIZATIONS

If this policy provides Auto Liability coverage for owned "autos" and non-owned "autos", the following extension applies:

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Your officer, director, commissioner, board member, "employee", "volunteer worker" or appointee while they are using a covered "auto" that you do not own, hire or borrow to respond to an emergency. Coverage shall apply while en route to the emergency scene, during the emergency, and returning directly from the emergency scene to the member's home, place of employment, or to your premises.

NON-OWNERSHIP EXTENSION - PUBLIC ENTITIES

If this policy provides Auto Liability coverage for non-owned "autos", the following is added to SECTION II, A.1. - Who Is An Insured:

Any board member, elected official, appointed official, or authorized "volunteer worker" is an "insured" while using a covered "auto" you don't own, hire, or borrow during the course of their duties for you as a municipality or other governmental entity or "emergency services organization". Anyone who supplies that "auto" is also an "insured".

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

TOWING AND LABOR COVERAGE

The following extension is applicable to owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs incurred each time a covered private passenger auto is disabled. However, the labor must be performed at the place of disablement.

Each time a covered "auto" other than a private passenger auto is disabled, we will pay all reasonable towing and labor costs incurred for towing the "auto" from the scene of the disablement, or labor costs incurred to make temporary repairs to restart the "auto" so it can be driven from the scene, provided:

1. The labor is performed at a place of disablement other than your normal garaging location for such "auto"; and
2. The towing does not exceed 200 miles from the place of disablement.

If disablement is more than 200 miles from the usual garaging location, we will not pay more than \$2,500 for each disablement.

ADDITIONAL TRANSPORTATION EXPENSES - EMERGENCY SERVICES ORGANIZATIONS AND GOVERNMENTAL ENTITIES

The following extension is applicable to owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto." We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto," we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

NEWLY ACQUIRED OWNED AUTOS

The following extension is applicable to owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Comprehensive, Specified Causes of Loss or Collision coverage is extended so that coverage applies to Physical Damage "loss" to newly acquired owned "autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the declarations.

The most we will pay for "loss" to a newly acquired "auto" is the lesser of:

1. \$1,000,000;
2. The actual cash value of the damaged or stolen "auto" as of the time of the "loss", or your actual cost of purchase of the newly acquired "auto", whichever is more;
3. The actual cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality, without deduction for depreciation.

For each newly acquired "auto" our obligation to pay for a "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension is afforded only until the end of the policy period or until you notify us to add the newly acquired "auto" to your auto schedule, whichever is earlier.

DEDUCTIBLE REIMBURSEMENT - VOLUNTEER WORKERS OR EMPLOYEES - NON EMERGENCY SERVICES ORGANIZATIONS

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension applies:

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If you are not an "emergency services organization", we will pay up to \$1,000 or the amount of the deductible under any auto policy available to your "volunteer worker" or "employee", whichever is less, for any "loss" to any "auto" owned or used by a "volunteer worker" or "employee" while en route to and during any official duty authorized by you. In no event will we pay for any "loss" under this coverage to any "auto" you own, hire, or borrow.

HIRED AUTO PHYSICAL DAMAGE COVERAGE - EMERGENCY SERVICES ORGANIZATIONS AND GOVERNMENTAL ENTITIES

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage for owned "autos", the following extension applies:

The following is added to **SECTION III, A.4. Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" under this coverage extension is the lesser of:

1. \$250,000; or
2. The actual cash value of the damaged or stolen "auto" as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the "auto" might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE EXPENSES - EMERGENCY SERVICES ORGANIZATIONS AND GOVERNMENTAL ENTITIES

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension applies:

SECTION III, A.4.b. - Loss Of Use Expenses is deleted in its entirety and replaced with the following:

For Hired Auto Physical Damage we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of an "auto" rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Cause of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the Limit of Insurance shown in the ElitePac Schedule.

NON-OWNED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If coverage is provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** for any covered "auto" you own, and that covered "auto" is out of service because of:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction;

the Physical Damage coverage applicable to that "auto" will apply to any temporary substitute "auto" you do not own while used with the permission of its owner.

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make payment to the owner of the temporary substitute "auto" for "loss" owed by any other party or parties, we will obtain the owner's rights against any other party or parties.

AUTO PHYSICAL DAMAGE - VOLUNTEER WORKERS AND EMPLOYEES - EMERGENCY SERVICES ORGANIZATIONS

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage for owned "autos", the following extension applies:

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If you are an "Emergency Services Organization", we will pay for a covered cause of "loss" to:

1. Special equipment such as light bars, sirens, traffic control devices, cellular telephones, two-way radios, scanners, antennas, and computers permanently attached to or installed in your "employee's" or "volunteer worker's" personal "auto", provided that such equipment is required by or related to your operations;
2. Any custom painting, decals or lettering on your "employee's" or "volunteer worker's" personal "auto", provided that such painting, decals, or lettering are required by or related to your operations;
3. Your "employee's" or "volunteer worker's" personal "auto" (whether or not it is owned by the "employee" or "volunteer worker") if the "loss" occurs at your premises while the "employee" or "volunteer worker" is on duty or otherwise performing their duties for you.
4. Your "employee's" or "volunteer worker's" personal "auto" (whether or not it is owned by the "employee" or "volunteer worker") if the "loss" occurs while the "employee" or "volunteer worker" is using the "auto" to respond to an emergency. Coverage shall apply while en route to the emergency scene, during the emergency, and returning directly from the emergency scene to the "employee's" or "volunteer worker's" home, place of employment, or to your premises. This includes while at the scene of any emergency to which they respond as a good samaritan;
5. Your "employee's" or "volunteer worker's" personal "auto" (whether or not it is owned by the "employee" or "volunteer worker") if the "loss" occurs while the "employee" or "volunteer worker" is using the "auto" within the scope of their duties for you. Such coverage shall include use of the "auto" to attend training activities, including while en route to the training location, during training, and while returning directly from the training location to the "volunteer worker's" or "employee's" home, place of employment, or to your premises.

As used in this coverage extension, "employees" and "volunteer workers" shall include your officers, directors, commissioners, and board members.

If the "loss" is insured under another insurance policy, we will pay the cost to repair or replace the "auto" or the amount of the deductible which applies to the "loss" under such other policy, whichever is less. If there is no other insurance, we will pay the cost to repair or replace the property or the actual cash value of the property, whichever is less.

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for "loss" under this Coverage Extension.

No deductible applies to this coverage extension.

In no event will we pay for any "loss" under this coverage to any "auto" you own, hire, or borrow.

FREEZING OF PERMANENTLY ATTACHED EQUIPMENT AND AIRBAG COVERAGE - EMERGENCY SERVICES ORGANIZATIONS AND GOVERNMENTAL ENTITIES

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension is applicable for owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

The following is added to **SECTION III, B.3.a. - Exclusions:**

This exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

In addition, the portion of the exclusion relating to "loss" caused by freezing does not apply to any "loss" caused by freezing to "permanently attached equipment" common to a fire or rescue emergency vehicle, unless the "loss" is caused by your failure to properly maintain such "permanently attached equipment". In no event will any "loss" caused by freezing to an "auto's" engine be covered by this policy.

SOUND RECEIVING EQUIPMENT COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension is applicable for owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

The following is added to **SECTION III, B.4.c. and d. - Exclusions:**

This exclusion does not apply to any equipment that is installed in a covered "auto" that is:

1. Owned by a police or fire department;
2. Equipped as an emergency vehicle and owned by a political subdivision or any of its agencies; or
3. Equipped as an emergency vehicle and owned by a fire department, rescue squad or ambulance corps.

PHYSICAL DAMAGE LIMIT OF INSURANCE - EMERGENCY SERVICES ORGANIZATIONS AND GOVERNMENTAL ENTITIES

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension is applicable for owned "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

SECTION III, C. Limit Of Insurance is deleted in its entirety and replaced with the following:

1. The most we will pay for a "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. In the event of "loss" to:
 - a. Special equipment such as light bars, sirens, traffic control devices, cellular telephones, two-way radios, scanners, antennas, and computers permanently attached to or installed in a covered "auto"; or
 - b. Any custom painting, decals or gold leaf lettering on a covered "auto";

we will pay for the cost to repair or replace such property with new property of like kind and quality without deduction for depreciation including any enhancements due to advancement in technology, safety, or equipment standards as required by governmental authority or nationally recognized standards setting organizations.

DEDUCTIBLE AMENDMENTS (Not Applicable in New York)

If this policy provides Comprehensive coverage, the following extension is applicable for owned "autos" for which Comprehensive coverage is purchased:

SECTION III, D. - Deductible is deleted in its entirety and replaced with the following:

1. For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire, lightning or glass breakage.

RENTAL REIMBURSEMENT FOR VOLUNTEER WORKERS' AND EMPLOYEES' PERSONALLY OWNED VEHICLES

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extension is applicable:

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay up to the Maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expense incurred by your officers, directors, commissioners, board members, "employees", "volunteer workers" or appointees because of any "loss" to a covered "auto" you do not own, hire or borrow while they are using that "auto" to respond to an emergency. Coverage shall apply while en route to the emergency scene, during the emergency, and returning directly from the emergency scene to the employee's or member's home, place of employment, or to your premises.

**ADDITIONS TO SECTION V - DEFINITIONS
EMERGENCY OPERATIONS**

"Emergency operations" means actions:

- (1) That are urgent responses for protection of property, human life, health or safety;
- (2) That result from or arise out of the performing or attempting to perform firefighting, rescue or emergency medical services, and/or the stabilizing or securing of an emergency scene including run off from the cleaning of equipment as the result of such operations; and
- (3) That are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organization.

EMERGENCY SERVICES ORGANIZATION

"Emergency services organization" means a fire department, ambulance squad or rescue squad.

PERMANENTLY ATTACHED EQUIPMENT

"Permanently attached equipment" means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the "auto." Such equipment shall include but is not limited to pumps, gauges, valves, fill lines, drains and tanks. Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire-fighting and/or rescue related equipment, shall not be construed as "permanently attached equipment."

TEMPORARY WORKER

The definition of "temporary worker" is deleted in its entirety and replaced with the following:

"Temporary worker" means a person who is furnished to you for a short-term basis to support or supplement your work force in special work situations such as "employee" absences, temporary skill shortages, and seasonal workloads.

TRAINING OPERATIONS

"Training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to "emergency operations" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

ElitePac®
Commercial Auto Extension
Emergency Services Organizations And
Governmental Entities

COMMERCIAL AUTO
CA 78 19 01 16

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Commandeered Auto - Owner As An Insured	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	Coverage Extension
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Expected or Intended Injury Amendment	Coverage Extension
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
Commandeered Autos - Care, Custody or Control Amendment	Coverage Extension
Pollution Exclusion Amendment - Emergency And Training Operations (Not Applicable in New York)	Coverage Extension
Primary Non-Owned Coverage for Volunteer Workers and Employees - Emergency Services Organizations	Coverage Extension
Employees As Insureds	Coverage Extension
Non-Ownership Extension - Public Entities	Coverage Extension
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor Coverage - Emergency Services Organizations and Governmental Entities	Coverage Extension
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses - Emergency Services Organizations and Governmental Entities	\$10,000 Limit of Insurance
Newly Acquired Owned Autos	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE - Continued	
Deductible Reimbursement - Volunteer Workers or Employees - Non Emergency Services Organizations	Coverage Extension
Hired Auto Physical Damage Coverage - Emergency Services Organizations and Governmental Entities	Coverage Extension
Non-Owned Auto Physical Damage Coverage	Coverage Extension
Auto Physical Damage - Volunteer Workers and Employees	\$10,000 Limit of Insurance Per "Loss"
Auto Loan/Lease Gap Coverage (Not Applicable in New York)	Coverage Extension
Personal Effects Coverage	\$500 Per "Accident"
Hired Auto Physical Damage - Loss of Use Expenses - Emergency Services Organizations and Governmental Entities	\$50 per day up to a maximum of \$1,500
Freezing of Permanently Attached Equipment And Airbag Coverage - Emergency Services Organizations and Governmental Entities	Coverage Extension
Sound Receiving Equipment Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Physical Damage Limit Of Insurance - Emergency Services Organizations and Governmental Entities	Coverage Extension
Deductible Amendments (Not Applicable in New York)	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Rental Reimbursement For Volunteer Workers' And Employees' Personally Owned Vehicles	\$30 per day up to a maximum of \$900
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Temporary Worker	Broadened Definition
Volunteer Worker	Definition

ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL AUTO
CA 80 23 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following exclusion is added to LIABILITY COVERAGE B. Exclusions:

"Bodily injury", "property damage" or "covered pollution cost or expense" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or
- (2) The insured's:
 - (a) Hiring;
 - (b) Training;
 - (c) Investigation;
 - (d) Supervision;
 - (e) Reporting to the proper authorities, or failure to so report; or
 - (f) Retention;of any "employee", volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or
- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured.

All other terms and conditions of the coverage form remain unchanged.

AUTO MEDICAL PAYMENTS COVERAGE

COMMERCIAL AUTO
CA 99 03 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

LOSS PAYABLE CLAUSE

COMMERCIAL AUTO
CA 99 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

S 2166184

S 2166184

Coverage Effective Date: MARCH 17, 2022

Coverage Schedule

Coverage	Premium
CONTRACTORS' EQUIPMENT	\$13,464.00
MISCELLANEOUS PROPERTY - NOC	\$390.00
TRANSPORTATION	\$250.00
VESP PORTABLE EQUIPMENT	\$700.00
FINE ARTS	\$500.00
INLAND MARINE PAC PLUS	\$375.00

(This premium may be subject to adjustment.)

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS CONTRACTORS EQUIPMENT COVERAGE

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

SCHEDULE OF EQUIPMENT

<u>Item No.</u>	<u>Description of Equipment (including Serial No.)</u>	<u>Limit of Insurance</u>
1	05 TRENCHER-RT40 CMWR400166	\$13,921
2	05 TRENCHER-FRONT BUCKET CMWA3220026	\$13,921
3	05TRENCHER-TRENCHING BAR-BACK H314 CMWH3140037	\$13,921
4	97 YALE FORK LIFT TRK B813D02977U *NO TITLE CO REG PLATE	\$30,849
5	06 VERMEER CHIPPER 1VRT1119361007756	\$29,550
6	2010 GPS UNIT 1570327	\$15,000
7	2010 GPS UNIT 1500667	\$21,900
8	PLOTTER SG55Q24012	\$6,995
9	LARGE FORMAT SCANNER DK0610B00R	\$5,000
10	BULLEX BULLSEYE BASE PACK 1705-0246 02320	\$11,097
11	PORTO COUNT PLUS 8020 N95 COMP 80249635 02172	\$10,000
12	CONFINED SPACE COMM EQUIP 163629391210338 02043	\$18,500
13	THERMAL IMAGE CAMERA A7-14197-KO4 02094	\$7,100
14	THERMAL IMAGE CAMERA A7-14205-KO4 02099	\$7,100
15	THERMAL IMAGE CAMERA AO-68948-A12 02240	\$5,694
16	THERMAL IMAGE CAMERA BO-92523-J13 02279	\$5,600
CONTINUED ON SCHEDULE: CM-7133		
TOTAL		\$2,315,024
ALL COVERED PROPERTY AT ALL LOCATIONS		\$2,315,024

DEDUCTIBLE

The Deductible amount is \$500. unless otherwise stated \$1,000

RATES & PREMIUM

Premium for this Coverage Form \$13,464.00

Annual Rate for this Coverage Form \$0.560

SPECIAL PROVISIONS (If Any)

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS MISCELLANEOUS PROPERTY COVERAGE

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. SCHEDULED PROPERTY

Description of Property

Limit of Insurance

Total

B. UNSCHEDULED PROPERTY

Description of Property

MISC NOT EXCEEDING \$100,000 ONE ITEM

Any One Item \$100,000

Total \$100,000

C. ALL COVERED PROPERTY AT ALL LOCATIONS

\$100,000

DEDUCTIBLE	Scheduled	Unscheduled	\$1,000
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RATES & PREMIUM

Rate

Premium

A. SCHEDULED PROPERTY

N/A

N/A

B. UNSCHEDULED PROPERTY

\$0.390

\$390.00

TOTAL PREMIUM FOR THIS COVERAGE FORM

\$390.00

SPECIAL PROVISIONS (If Any)

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS VOLUNTEER EMERGENCY SERVICES PORTABLE EQUIPMENT COVERAGE

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. SCHEDULED PROPERTY

Description of PropertyLimit of Insurance

Total

NOT COVERED

B. UNSCHEDULED PROPERTY

\$200,000

C. ALL COVERED PROPERTY AT ALL LOCATIONS

\$200,000

DEDUCTIBLE

The Deductible amount is \$100. unless otherwise stated

\$1,000

RATES & PREMIUM

RatePremium

A. SCHEDULED PROPERTY

N/A

N/A

B. UNSCHEDULED PROPERTY

\$0.350

\$700.00

TOTAL PREMIUM FOR THIS COVERAGE FORM

\$700.00

SPECIAL PROVISIONS (If Any)

Previous Policy Number

S 2166184

Policy Number

S 2166184

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS

FINE ARTS PROPERTY COVERAGE

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. SCHEDULED PROPERTY

Description of Property

ORIGINAL THOMPSON 45 CALIBER SUB-MACHINE GUN MODEL 1921 S #

Limit of Insurance

\$250,000

Total \$250,000

B. UNSCHEDULED PROPERTY

Description of Property

Any One Item

Total NOT COVERED

C. ALL COVERED PROPERTY AT ALL LOCATIONS \$250,000

DEDUCTIBLE

The Deductible amount is \$500. unless otherwise stated \$5,000

RATES & PREMIUM

Rate

FLAT CHG

Premium

\$500.00

A. SCHEDULED PROPERTY

B. UNSCHEDULED PROPERTY

N/A

N/A

TOTAL PREMIUM FOR THIS COVERAGE FORM \$500.00

SPECIAL PROVISIONS (If Any)

Previous Policy Number
S 2166184

Policy Number:
S 2166184

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS ANNUAL TRANSIT COVERAGE

Policy Effective Date: MARCH 17, 2022	Coverage Effective Date: MARCH 17, 2022
Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.	
SCHEDULE	
COVERED PROPERTY CONSISTING PRINCIPALLY OF: MAINTENANCE	
LIMITS OF INSURANCE	
Contract Carrier	\$100,000
Other Than Contract Carrier:	
By Vehicles Of Others	\$100,000
By Your Vehicles	\$100,000
By Messenger	\$10,000
By Railroad	\$10,000
By Air Carrier	\$10,000
Property At Named Premises: <u>Premises</u>	
Property At Any One Unnamed Location	\$0
All Covered Property In Any One Occurrence	\$100,000
DEDUCTIBLE	\$1,000
RATES AND PREMIUMS	
Nonreporting	
Rates	\$0.000 per \$100
Transit Rates	N/A per \$100
Premium	\$250.00
Reporting	
Deposit Premium	N/A
Minimum Premium	N/A
Reporting Period	N/A
Premium Adjustment Period	N/A
Premium Base	N/A
Rates	N/A per \$100
SPECIAL PROVISIONS (If Any)	

COMMERCIAL INLAND MARINE SCHEDULE

SCHEDULE OF EQUIPMENT

Item No.	Description of Equipment (including Serial No.)	Limit of Insurance
17	HOLMATRO SPREADER 424001130 02271	\$2,500
18	HOLMATRO SPREADER 00195 02146	\$2,500
19	HOLMATRO POWER UNIT 00952 02145	\$5,000
20	HOLMATRO POWER UNIT DPU3101676 02336	\$5,000
21	NISSON FORK LIFT CHASSIS # CPH02-920537 MODEL #CPH02A25V	\$5,950
22	73 SMOKECRAFT WHITE REG#IN1653ZZ NONE BOAT W MOTOR	\$5,000
23	95 TORO RIDING MOWER RED 80610-590825 MOWER	\$5,000
24	12 SURE-TRAC CARGO TRAILER 5JWTC1424C1057543	\$10,000
25	93 JOHN DEERE TRACTOR LV0855A130042 TRACTOR	\$10,494
26	95 JOHN DEERE TRACTOR LV0955D182315 TRACTOR	\$14,600
27	99 JOHN DEERE 4400 UTILITY TRACTOR LV4400H240405 TRACTOR	\$14,754
28	99 JOHN DEERE 430 LOADER W00430X002886	\$2,949
29	04 JOHN DEERE TRACTOR MOG245F116437	\$4,774
30	BOBCAT CT445 ABH:11026	\$23,500
31	JOHN DEER 110 BACKHOE LV0110T312213	\$25,000
32	*98 HIDRO GRUBERT AERIAL LIFT S N 3346-07	\$18,901
33	96 GEHL SKID STEER LOADER 10583 NONE SKD LDR	\$18,875
34	96 ALITEC COLD PLANER 340240396 NONE CLD PLNR	\$10,300
35	00 CASE 580 SL-2 BACKHOE YELLOW JJG0276731 NONE BACKHOE	\$61,290
36	06 VERMEER CHIPPER YELLOW 1VRU1614061003356 627 CHIPPER	\$29,550
37	97 VERMEER STUMPCTR YELLOW SERIAL NO. 479 @ST DPT	\$17,240
38	03 HENKE 12' PLOW MODEL 141R12 7510 SNOW PLOW 2004	\$5,110
39	04 BOMAG ROLLER 101170519567 626 2005	\$24,500
40	06 SWENSON 9' SPREADER 070511360000230600 2006	\$5,810
41	08 ALITEC PAVEMENT SAW 1064808 649 2008	\$7,246
42	09 HYDRAULIC BREAKER A00V04046 650 BOBCAT 2008	\$6,429
43	08 WINCH KIT (ON BRUSH CHIPPER) MODEL BC1400X1 619 2008	\$6,600
44	09 CLAM BUCKET W10149 2009	\$10,029
45	2012 KUHN DISC MOWER GMD400 D1332	\$7,250
46	2013 GEHL SKID LOADER GHL00270J00022278 631 2013	\$40,385
47	2014 WESTERN 9' V PLOW 12031510197574225 602 SNOW PLOW 2014	\$6,007
48	2015 WESTERN 9' V PLOW 12010410598174225 603 SNOW PLOW 2015	\$6,537
49	70 BROS WHEEL ROLLER SP1214 629 1989	\$8,500
50	JOHN DEERE TRACTOR 005733 630 1981	\$9,700
51	CHIPSREADER BUCKEYE9 641 1989	\$7,825
52	I-R AIR COMPRESSOR 138362-U84-957 1984	\$11,200
53	91 CASE PAYLOADER JAK0027009JA 633 1991	\$63,300
54	ALLIS CHALMER GRADER D-6017 636 1962	\$7,500
55	MAULDIN ROLLER 40-8906-149 637 1995	\$5,770
56	87 COLD PLANER CP400 S10-8808 647 1987	\$7,500
57	98 CASE LOADER BACKHOE 580 SUPERL JAB0157650	\$58,500
58	97 BOBCAT 753 512732944 BOBCAT	\$6,700
59	91 CASE 580 SUPER K BACKHOE YELLOW JJG0163070 BACKHOE	\$21,000
60	06 MERTZ TRAILER BLACK 1M9UG14246W102113	\$3,490
61	11 CASE 621E WHEEL LOADER NBF210876	\$67,500
62	1998 MASSEY FERGUSON MF1230H TRACTOR # D30605	\$6,700
63	JOHN DEERE XUV825I S4	\$22,865
64	JOHN DEERE XUV825I POWER STEERING	\$25,761
65	BOSS 6FT SPORT DUTY UTV PLOW FOR GATOR 292533 BC189702	\$3,840
66	MILO RANGE PRO HD SYSTEM W 5.1 AUDIO & ACCESSORIES	\$53,170
67	2017 T-595 COMPACT TRACK LOADER S# B3NK13261	\$46,365
68	2017 VERMEER BC1500 BRUSH CHIPPER # 1VR2181V2H1008704	\$52,686
69	2017 E35T4 MINI EXCAVATOR COMPACT S N B3Y211525	\$41,331
70	2018 SPAULDING 4TRS HOT PATCH TRAILER	\$32,950
71	2018 MAULDIN WHEEL ROLLER # 250P14PGS2YP03250	\$18,196
72	2018 VERMEER TRENCHER #1VR9112M9J1003229	\$125,990
73	2018 VERMEER VACTRON LP573SDT EXCAVATOR #181044	\$77,360
74	TITAN DRONE AND CONTROLLER 298DG2N 00172N8	\$3,500
75	2020 CASE 621G WHEEL LOADER #JEEN0621LK250407	\$149,927
76	2017 JOHN DEERE Z997 R #1TCZ997RAFD012017	\$17,200
77	2019 CAT BACKHOE LOADER #HWC03951	\$108,463
78	CUSTOM TRAILER W ALUM TOOL BOX #1M9G1425LW102455	\$4,825
79	2019 GRASSHOPPER 3472 FOLD UP DECK #6942579	\$9,170
80	2019 GRASSHOPPER-TURF GRAMMER 729T6 #6915225	\$9,170
81	2019 6' 3PT HALREY RAKE W MANUAL ANGLE	\$8,995
82	TRAINING SIMULATOR	\$52,520
83	42 IN. SNOWTHROWER #SIQ1696425	\$7,882
84	99 SPAULDING HOT PATCH #T498221282	\$15,860
85	2018 SALT SPREADER #18-03-4659	\$3,600
86	2018 100 IN. SKELETON ROCK BUCKET #280026-1-1	\$12,138
87	2018 JOHN DEERE TRACTOR LOADER #402240 #047100	\$46,804
88	2018 BOSS BOX PLOW & BACK DRAG #44167 #99987	\$3,775
89	2019 LOADER ATTACHMENT (4 IN 1 BUCKET) #69596	\$15,823
90	2019 MONROE 10' SNOW PLOW # 19-04-2544	\$8,751
91	2019 OFFSET SLOPE MOWER #ZMTE180B	\$12,250
92	10' XP36 BACKHOE BUCKET MOUNT SNOW BOX (PUSHER)	\$3,250
93	72 IN. PICKUP BROOM FOR 2013 GEHL SKID LOADER #21572M-0022	\$4,335

COMMERCIAL INLAND MARINE SCHEDULE

SCHEDULE OF EQUIPMENT

<u>Item No.</u>	<u>Description of Equipment (including Serial No.)</u>	<u>Limit of Insurance</u>
94	17 GRASSHOPPER MOWER W DECK #6713317	\$10,341
95	2018 HUSLER Z DIESEL SHIBAURA 60IN. MOWER #16066539	\$13,000
96	2019 BOSS 9 SNOW PLOW #405711155 WITH 2019 BLADE #406827875	\$5,936
97	2019 JOHN DEERE 60G COMPACT EXCAVATOR S#1FF060GXTKJ290796	\$62,485
98	2020 KUBOTA M620 BACKHOE LOADER S#KBUL41HRL8A51584	\$43,300
99	2020 CASE 580SN TRACTOR LOADER BACKHOE #JJGN58SNHLC772292	\$98,891
100	FERRIS ISX3300 61 IN. MOWER - S N 4001180252	\$10,800
101	FERRIS ISX3300 72 IN. MOWER - S N 4000892179	\$3,900
102	FERRIS ISX3300 72 IN. MOWER - S N 4001171457	\$3,900
103	FERRIS FB3000 HURRICANE BLOWER - S N 4001773572	\$10,800
104	2021 JOHN DEERE GATOR XUV835M - S N 1M0835MDLMM040848	\$34,500
105	2018 ABI SR3 RAKE # A-105013	\$5,950
106	2021 JOHN DEERE 325G TRACK LOADER #1T0325GMJMJ400248	\$55,400
107	2021 JOHN DEERE 78 IN. BUCKET	\$1,300
108	2021 JOHN DEERE CP 18E COLD PLANER W ROOF MTD WATER TANK KI	\$17,973
109	72 in. BRUSHCAT # 7218087	\$7,000
110	72in. SOIL CONDITIONER # S6TE04106	\$10,383

CONTRACTORS EQUIPMENT LEASED/RENTED UNSCHEDULED EQUIPMENT

POLICY NUMBER: S 2166184

COMMERCIAL INLAND MARINE
CM 71 15 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

SCHEDULE

Leased/Rented Unscheduled Contractors Equipment		Limit of Insurance
	Any One Item	\$200,000
	Total	\$200,000
Deposit Premium	\$500.00	
Minimum Annual Premium	\$250.00	
Rate per \$100 of Rental Fees	\$0.840	

A. COVERAGE

We will cover "loss" as a result of a Covered Cause of Loss to unscheduled contractors equipment in your care, custody or control that you lease, rent or borrow from others. The most we will pay for "loss" to such unscheduled contractors equipment under this coverage is the applicable Limit of Insurance shown in the above Schedule.

B. REPORTING CONDITIONS

If this coverage is written on a reporting basis as specified in Special Provisions in the Declarations, the following will apply:

1. Reports

- Within 30 days after the end of the policy period, you must report to us the total amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others during the policy period.
- If you fail to submit the report(s) required by Subparagraph a. above, the most we will pay is 90% of the limit(s) shown in the above Schedule.
- If your last report before a "loss" indicates less than the actual amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others, we will not pay a greater portion of the "loss", prior to the application of the deductible, than the total amount of your expenditures you reported divided by your actual amount of your expenditures during the reporting period.

- We will not pay more than the applicable limit shown in the above Schedule.

2. Premium Computation

The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying your total expenditures used in your report by the rate shown in the above Schedule.

3. Premium Adjustment

We will compare the total computed premium to the Deposit Premium shown in the above Schedule. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

4. Minimum Premium

You must pay at least the Minimum Annual Premium shown in the above Schedule.

5. Cancellation

If this coverage is cancelled, you must report the amount of your expenditures you paid on the unscheduled contractors equipment that you leased, rented or borrowed from others up to and including the date of cancellation. We will compute the premium as provided above.

C. COINSURANCE

The Coinsurance condition of the Contractors Equipment Coverage Form does not apply to property to which this endorsement applies.

LOSS PAYEE SCHEDULE

POLICY NUMBER: s 2166184

COMMERCIAL INLAND MARINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

Name of Person or Organization:

WELLS FARGO VENDOR FINANCIAL
SERVICES, LLC, ATTN: CONTRACTS DEPT
5000 RIVERSIDE DRIVE SUITE 300 EAST
IRVING, TX 75039-4314

PAC-VAN, INC.
75 Remittance Drive
Suite 3300
Chicago, IL 60675-3300

MACALLISTER MACHINERY CO. INC.
6300 SOUTHEASTERN AVENUE
INDIANAPOLIS, IN 46203

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COMMERCIAL INLAND MARINE CONDITIONS

COMMERCIAL INLAND MARINE
CM 00 01 09 04

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. Pay its chosen appraiser; and
2. 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.

C. Duties In The Event Of Loss

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

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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. 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.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. 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 claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

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

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or

b. A business firm:

- (1) Owned or controlled by you; or
- (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

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

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

INDIANA CHANGES — RIGHTS OF RECOVERY

COMMERCIAL INLAND MARINE
CM 01 39 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Loss Condition **J. Transfer Of Rights Of Recovery Against Others To Us** in the Commercial Inland Marine Conditions is replaced by the following:

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

CONTRACTORS EQUIPMENT COVERAGE FORM

COMMERCIAL INLAND MARINE
CM 70 97 03 12

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION F — DEFINITIONS**.

If a "loss" covered under this Coverage Form also involves a "loss" covered under any other Coverage Form that is made a part of this policy, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY**, as used in this Coverage Form, means:

- a. Your contractors equipment; and
- b. Contractors equipment of others in your care, custody or control;

that are scheduled in the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
- b. Aircraft or watercraft;
- c. Property while waterborne, except while in transit by carriers for hire;
- d. Property while stored or operated underground in connection with any mining or drilling operations except as provided under the Drillers Underground Equipment Coverage Extension; or
- e. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of loss listed in the Exclusions.

4. COVERAGE EXTENSIONS

Unless otherwise stated in the Coverage Form or in a specific Coverage Extension, the following Coverage Extensions:

- i. Are in addition to the Section **C. LIMITS OF INSURANCE**;
- ii. Apply on a per occurrence basis; and
- iii. Are subject to the provisions of Section **D. DEDUCTIBLE**.

a. Newly Acquired Property

If during the policy period you acquire additional property of a type covered by this form, we will cover such property for up to 90 days, but not beyond the end of the policy period. The most we will pay under this Coverage Extension is the lesser of:

- (1) 25% of the total Limit of Insurance shown in the Declarations; or
- (2) \$250,000.

If you do not report your acquisition of such property within 90 days from the date acquired and pay any additional premium due, coverage will cease automatically 90 days after the acquisition date or at the end of the policy period, whichever occurs first.

b. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. Your expenses will be paid only if you report them to us in writing within 180 days of the date of the earlier of:

- (1) The date of direct physical "loss"; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is 25% of the amount we pay for direct "loss" to the Covered Property. Any payment will not increase the applicable Limits of Insurance. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct "loss" and debris removal exceeds the applicable Limit of Insurance, we will pay up to an additional \$50,000 in any one occurrence.

This Coverage Extension does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

c. Pollutant Clean Up and Removal

We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" resulting from a "loss" to Covered Property is caused by 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 earlier of:

- (1) The date of direct physical "loss"; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension 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.

d. "Loss" to "Substitute Contractors Equipment"

We will pay for "loss" to "substitute contractors equipment" caused by or resulting from a Covered Cause of Loss. Coverage will start when you assume liability for "substitute contractors equipment", and will end the earlier of the following dates:

- (1) When your "substitute contractors equipment" is no longer in your care, custody or control; or
- (2) The policy expiration date.

Subject to the limitations set forth in Subparagraphs (1) and (2) above, we will also pay for such "loss" if it occurs while "substitute contractors equipment" is in transit to or from the owner if you are liable for the item at the time of "loss".

The most we will pay under this Coverage Extension is \$25,000.

e. Theft Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with an actual theft "loss" to Covered Property.

The most we will pay under this Coverage Extension is \$5,000 per theft "loss". This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

f. Vandalism Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with a vandalism "loss" to Covered Property.

The most we will pay under this Coverage Extension is \$5,000 per vandalism "loss". This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

g. Expediting Expense

We will pay the reasonable and necessary extra cost incurred by you to make temporary repairs and to expedite the permanent repair or replacement of Covered Property in connection with a "loss" to Covered Property from a Covered Cause of Loss. Such incurred expenses may include but are not limited to costs to obtain replacement parts or materials on an expedited basis, additional labor expense and the extra cost of express freight or other rapid means of transportation.

This Coverage Extension will not pay for extra costs recoverable elsewhere in the policy or for permanent repair or replacement of Covered Property.

The most we will pay under this Coverage Extension is \$25,000.

h. Fire Department Service Charge Expense

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

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

No deductible applies to this Coverage Extension.

i. Fire Extinguisher Recharge Expense

We will pay for the cost to recharge or refill any fire extinguishing equipment when discharged:

- (1) In response to a Covered Cause of Loss;
- (2) As a result of the intended operation of such equipment to prevent or control a Covered Cause of Loss;
- (3) Accidentally; or
- (4) Resulting from a malfunction of the fire extinguishing equipment.

We will not pay for cost to recharge or refill fire extinguishing equipment:

- (1) If you fail to use reasonable care to maintain the fire extinguishing equipment in proper operating condition; or
- (2) If the discharge occurs while servicing, refilling or testing the fire extinguishing equipment.

The most we will pay under this Coverage Extension is \$10,000.

No deductible applies to this Coverage Extension.

j. Spare Parts And Fuel

We will cover direct physical "loss" to the property identified in Subparagraphs (1) and (2) below caused by a Covered Cause of Loss:

- (1) Spare parts and accessories for Covered Property; and
- (2) Fluids for vehicles and Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.

The most we will pay under this Coverage Extension is \$5,000.

k. Transportation Of Contractors Equipment Of Others

We will cover your legal liability for "loss" caused by a Covered Cause of Loss to contractor's equipment of others while in your care, custody and control for the purpose of transportation to a designated site.

The most we will pay under this Coverage Extension for any one item is the lesser of the following:

- (1) The amount for which you are legally liable;
- (2) The actual cash value of the contractors equipment;
- (3) The cost of repairing or replacing the contractors equipment with equipment of a similar kind and quality; or
- (4) \$50,000.

m. Drillers Underground Equipment

We will pay for your expenses to recover "drilling equipment" when located underground at a job site.

The most we will pay under this Coverage Extension is the lesser of the following:

- (1) The value of the "drilling equipment";
- (2) The cost of recovery; or
- (3) \$25,000.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by a resulting fire caused by a covered Cause of Loss.

c. 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.

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

a. Dishonest acts by:

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

b. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

c. Discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) Unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "Specified Causes of Loss"; or
- (2) Except as provided for in the Pollutant Clean Up and Removal Coverage Extension.

But if "loss" by any of the "Specified Causes of Loss" results from the discharge, dispersal, seepage, migration, release or escape of "pollutants", we will pay for the resulting "loss" caused by the "Specified Causes of Loss".

d. Processing or work upon the Covered Property.

But we will pay for direct "loss" to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.

e. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.

But we will pay for direct "loss" to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.

This exclusion only applies to "loss" to that item in which the disturbance occurs.

f. Weight of a load which under the operating conditions at the time of "loss" exceeds the registered lifting capacity of the equipment..

g. Delay, loss of use, loss of market or any other cause of consequential "loss".

h. Voluntary parting with any Covered Property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" caused by a Covered Cause of Loss results, we will pay for that resulting "loss":

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

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

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.

C. LIMITS OF INSURANCE

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

D. DEDUCTIBLE

1. We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.
2. If a "loss" covered under this Coverage Form also involves a "loss" under any other Coverage Form issued by us or any company affiliated with us, the most we will deduct from the payment for "loss" to Covered Property is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).
3. Waiver of Theft Deductible For Covered Property
 - a. If there is a theft "loss" to Covered Property, we will waive the deductible if:
 - (1) The Covered Property is equipped with an operational GPS tracking device or a similar tracking device; or
 - (2) You have "properly registered" the stolen Covered Property with the National Equipment Register prior to the theft "loss" to the Covered Property.
 - (3) In addition to Paragraph (1) or (2) above, you must:
 - (a) Report the theft "loss" of the Covered Property to the local law enforcement agency having jurisdiction as soon as you become aware of the theft; and
 - (b) Report the "loss" to us in accordance with the terms and conditions of this policy.

E. ADDITIONAL CONDITIONS

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

1. VALUATION

- a. The following is added to the VALUATION General Condition in the Commercial Inland Marine Conditions for Covered Property:
 - (1) In the event of "loss" to Covered Property owned by you and purchased new within a five year period prior to the "loss", we will determine the value of the Covered Property at Replacement Cost (without deduction for depreciation).
 - (a) We will not pay more for "loss" on a Replacement Cost basis than the lesser of:
 - i. The limit of insurance for any one item;
 - ii. The cost to replace the Covered Property with other Covered Property of similar quality and capability and used for the same purpose; or
 - iii. The amount you actually spend that is necessary to repair or replace the Covered Property.
 - (b) We will pay on an Actual Cash Value basis until the lost or damaged Covered Property is actually repaired or replaced.
 - (c) If the Covered Property is not repaired or replaced within 180 days of the date of "loss", valuation will remain on an Actual Cash Value basis.
- (2) In the event of a "loss" to Covered Property leased or rented from others, if the written lease or rental agreement requires that you insure the Covered Property on a Replacement Cost basis, we will determine the value of the Covered Property at Replacement Cost subject to Paragraphs a.(1)(a) through a.(1)(c) above.

2. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

3. COINSURANCE

All Covered Property must be insured for at least 80% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to an item that the Limit of Insurance shown in the Declarations for the item bears to 80% of its total value as of the time of "loss".

Coinsurance does not apply to Covered Property that you lease, rent or borrow from others.

4. RECORDS

You must keep accurate records of your business and retain them for three years after the policy ends.

5. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- a. Adjust "losses" with you; and
- b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

1. "Drilling Equipment" means drill bits, stems, adapters, hammers, fittings, measuring devices, pumps and similar drilling parts or accessories normal to drilling operations.
2. "Loss" means accidental loss or damage that occurs during the policy period.
3. "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.
4. "Properly registered" means providing National Equipment Register (NER) with the specific manufacturer, model number, serial number and year manufactured either through your online entry of this information in the NER web site or sending this information on an electronic spreadsheet directly to NER.

5. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; sonic boom, volcanic action; falling objects; weight of snow, ice or sleet or 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 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 a part of a system or appliance containing water or steam.

6. "Substitute Contractors Equipment" means substitute equipment similar to the contractors equipment used in your business operations that you must rent due to "loss" to your contractors equipment caused by or resulting from a Covered Cause of Loss. "Substitute Contractors Equipment" are only those items which are:

- a. Necessary to continue your normal business operations; and
- b. Needed because you do not have other contractors equipment available for similar use.

MISCELLANEOUS PROPERTY COVERAGE FORM

COMMERCIAL INLAND MARINE
CM 70 99 03 20

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

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

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

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE

We will pay for direct loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means the property described in the Declarations that:

- a. You own; or
- b. Is in your care, custody or control.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Real Property;
- b. Aircraft or Watercraft;
- c. Vehicles or self-propelled machines that are licensed for use on public roads;
- d. Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement; or
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Coverage Extensions

The Limits of Insurance shown in Paragraph **A.4**. Coverage Extensions are separate from, and will not reduce, the Limit Of Insurance shown in the Declarations as applicable to the Covered Property.

a. Debris Removal

- (1) We will pay your expenses 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) The most we will pay under this Coverage Extension is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - (b) The deductible in this Policy applicable to that loss or damage.
- (3) Payment under this Coverage Extension will not increase the Limit Of Insurance stated in the Declarations as applicable to the Covered Property, but if:
 - (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - (b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$10,000 in any one occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

(4) This Coverage Extension does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

b. False Pretense

We will pay for loss or damage to Covered Property when you, your agents, consignees or customers voluntarily part with the covered property due to:

- (1) Having accepted false bills of lading or shipping receipts; or
- (2) Someone causing you to voluntarily part with the covered property by trick, scheme, device or under false pretense.

Coverage is excluded, for loss or damage to property which is otherwise covered, when the person committing the wrongful act is an employee.

The most we will pay under this Coverage Extension is \$25,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

c. Rewards (This provision does not apply in New York)

- (1) We will reimburse you for rewards paid as follows:
 - (a) Up to \$10,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations, to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (i) Replacement Cost of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

- (ii) The amount determined by the loss settlement procedure applicable to the Covered Property.

- (b) Up to \$10,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations, to an eligible person for the return of stolen Covered Property, when loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (i) Replacement Cost based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property returned.

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

- (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the necessary information or return the stolen Covered Property, and who is not:
 - (i) You or any family member;
 - (ii) Your employee or any of his or her family members;
 - (iii) An employee of a law enforcement agency;
 - (iv) An employee of a business engaged in property protection;
 - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (vi) Any person involved in the crime.

- (b) There will be no reimbursement for a reward paid unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
- (c) The amount of the reward is the most we will reimburse under this Coverage Extension for loss in any one occurrence.
- (d) The insured must have posted public notice of the reward prior to the person having been first to voluntarily provide the necessary information or return the stolen Covered Property.

d. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this Coverage Form, we will cover such property for up to 60 days, but not beyond the end of the policy period. The most we will pay for loss or damage is the lesser of:

- (1) 25% of the total Limit Of Insurance shown in the Declarations for all individually listed and described items; or
- (2) \$25,000 for any one item, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

You will report values of such property to us within 90 days, unless a greater number of days is shown in the Declarations, from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days, unless a greater number of days is shown in the Declarations, after the date the property is acquired or at the end of the policy period, whichever occurs first.

The **Coinurance** Additional Condition does not apply to this Coverage Extension.

e. Inventory And Appraisal Expense

We will pay for reasonable inventory and appraisal expenses made at our request and not due to a disagreement.

We will not pay for any expenses incurred, directed or billed by or payable to any public adjuster or public accountants or any costs as provided in the Loss Conditions - Appraisal under the Commercial Inland Marine Conditions form.

The most we will pay under this Coverage Extension is \$25,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

f. Spare Parts and Fuel

We will pay for loss or damage to the following property caused by a Covered Cause Of Loss:

- (1) Spare parts and accessories for Covered Property; and
- (2) Fluids for vehicles and Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.

The most we will pay under this Coverage Extension is \$5,000.

B. Exclusions

- 1. We will not pay for a 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 or damage.

a. Government Action

Seizure or destruction of property by order of governmental authority.

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

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

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

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

- a. Denting, chipping, marring or scratching.
- b. Delay, loss of use, loss of market or any other consequential loss.
- c. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
 - (2) A manager or a member if you are a limited liability company; or
 - (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

d. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage Form.

e. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to Covered Property:

- (1) In the custody of a carrier for hire;
- (2) At a "job site"; or
- (3) At premises you own, lease or occupy.

"Jobsite" means the premises where the Covered Property will be permanently located at completion of the construction, erection, fabrication or installation.

This exclusion applies unless otherwise indicated in the Declarations.

f. Unexplained disappearance.

g. Shortage found upon taking inventory.

h. 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;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss to that item in which the disturbance occurs.

- i. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense, except as provided in Section **A.4.b.**, the False Pretense Coverage Extension.
- j. Unauthorized instructions to transfer property to any person or to any place.
- k. 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. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- 3. We will not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear, depreciation.
 - b. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.
 - c. Mechanical breakdown (including rupture or bursting caused by centrifugal force), malfunction or failure to operate.
 - d. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

e. Dampness or dryness of atmosphere.

f. Changes in or extremes of temperature.

However, with respect to Paragraphs **3.c.**, **3.e.** and **3.f.**, we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm or hail, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" of the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

C. Limits Of Insurance

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

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

In the event that more than one Deductible applies to loss or damage as a result of one occurrence, we will apply only the largest Deductible.

E. Additional Conditions

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

1. Coverage Territory

a. We cover property wherever located within:

- (1) The United States of America (Including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

b. We also cover property being shipped by air within and between points in Paragraph a.

2. Coinsurance

All items must be covered for their total value as of the time of loss or damage or you will incur a penalty.

The penalty is that we will pay only the proportion of any loss or damage to these items that the Limit Of Insurance shown in the Declarations for them bears to their value as of the time of loss or damage. We will use the following steps:

- a. Divide the Limit of Insurance of the lost or damaged item of Covered Property by the value of the item at the time of loss or damage;
- b. Multiply the total amount of loss or damage, before the application of any deductible, by the figure determined in Step a.; and
- c. Subtract the deductible from the figure determined in Step b.

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

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss jointly to you and the Loss Payee, as interests may appear.

F. Definitions

1. "Accident" means:

- a. Upset or overturn of the transporting vehicle; or
- b. Accidental contact of the transporting vehicle with another vehicle or object, but not including:
 - (1) The roadbed or curbing;
 - (2) Rails or ties of street, steam or electric railroad; or
 - (3) Any stationary object while backing for loading or unloading purposes.

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

EMERGENCY SERVICES PORTABLE EQUIPMENT COVERAGE FORM

COMMERCIAL INLAND MARINE
CM 71 28 01 16

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

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

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

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. **Covered Property**, as used in this Coverage Form, means portable emergency services equipment, including communications equipment.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, or aircraft;
- b. Watercraft exceeding 30 feet in length or 100 horsepower;
- c. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- d. Jewelry, other than watches; or
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means risks of direct physical loss or damage except those listed in the Exclusions.

4. Coverage Extensions

a. Personal Effects

We will pay for direct physical loss or damage to personal effects owned by you, your officers, your employees, your volunteers or your members, while enroute to, during, and returning from any official duty authorized by you.

We will pay the cost to repair or replace the lost or damaged property without deduction for depreciation.

This coverage is primary and will apply on a primary basis regardless of any other insurance coverage which may be available to cover this property.

No Deductible applies to this Coverage Extension.

b. Portable Equipment Rental Expense Reimbursement

We will pay for necessary expenses you incur to rent substitute Covered Property to temporarily replace your Covered Property damaged by a Covered Cause of Loss. This Coverage Extension will only apply while such damaged Covered Property is being repaired, cleaned, disinfected, decontaminated or replaced.

The most we will pay in any one occurrence under this Coverage Extension is \$10,000.

No Deductible applies to this Coverage Extension.

c. Portable Equipment Recertification Expense

We will pay necessary expenses you incur to recertify your Covered Property, made necessary as a result of direct physical loss or damage to your Covered Property by a Covered Cause of Loss, if such recertification is required by a government agency or a nationally recognized standards setting organization.

The most we will pay in any one occurrence under this Coverage Extension is \$10,000.

No Deductible applies to this Coverage Extension.

d. Debris Removal

We will pay your reasonable and necessary expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss. Your expenses will be paid only if you reported them to us in writing within 180 days of the date of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is 25% of the amount we pay for direct physical loss or damage to the Covered Property. Any payment will not increase the applicable Limits of Insurance. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct loss and debris removal exceeds the applicable Limit of Insurance, we will pay up to an additional \$5,000 in any one occurrence.

This Coverage Extension does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

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

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

- a. Delay, loss of use, loss of market or any other indirect loss.

- b. Dishonest or criminal acts (including theft) committed by:

- (1) You, your employees (including temporary employees and leased workers), your volunteers, your members, or authorized representatives;

- (2) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers), or authorized representatives; or

- (3) Anyone else to whom the property is entrusted,

whether acting alone or in collusion with each other or with any other party.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Unexplained disappearance.

- d. Shortage found upon taking inventory.

- e. Processing or work upon the property.

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

- f. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.

But we will pay for direct loss or damage caused by resulting fire or explosion, if fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that item in which the disturbance occurs.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage:

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way to a cause or event excluded in Paragraph 1. above to produce the loss.
- b. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, insects, vermin or rodents.

C. LIMITS OF INSURANCE

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

Payments under the Coverage Extensions are in addition to the Limit of Insurance on the Declarations unless otherwise noted.

D. DEDUCTIBLE

We will not pay for loss of or damage to Covered Property in any one occurrence until the amount of the adjusted loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

1. Guaranteed Replacement Cost Valuation

The Valuation Condition in the Commercial Inland Marine Conditions Form is replaced by the following:

The value of property will be its guaranteed replacement cost (without deduction for depreciation), regardless of the Limit of Insurance scheduled in the Supplemental Declarations. We will not pay more for loss or damage on a guaranteed replacement cost basis than the lesser of:

- a. The cost of new property manufactured to similar specifications of the lost or damaged Covered Property including any enhancements due to advancements in technology, safety or equipment standards as required by governmental authority or any nationally recognized standards setting organization; or

- b. The amount needed to repair the loss or damage using new parts identical to the lost or damaged parts without deduction for depreciation, or if identical new parts are not available, other parts of similar quality and usefulness.

Such repairs shall include any enhancements to the lost or damaged parts of the property due to advancements in technology, safety or equipment standards as required by governmental authority or any nationally recognized standards setting organizations, provided that such enhancements do not increase the amount needed to repair the loss or damage by more than 25%.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property wherever located within:

- (1) The United States of America;
- (2) Puerto Rico; and
- (3) Canada.

b. Loss Payable

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- (1) Adjust the loss with you; and
- (2) Pay any claim for loss jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

"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.

COMMERCIAL FINE ARTS COVERAGE FORM

COMMERCIAL INLAND MARINE

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

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

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

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY**, as used in this Coverage Form, means:

- a. Your fine arts; and
- b. Fine arts of others that are in your care, custody or control;

described in the Declarations.

2. **PROPERTY NOT COVERED**

Covered Property does not include:

- a. Property while on exhibition at fair grounds or on the premises of any national or international exposition; or
- b. Contraband, or property in the course of illegal transportation or trade.

3. **COVERED CAUSES OF LOSS**

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. **COVERAGE EXTENSION**

NEWLY ACQUIRED PROPERTY

We will cover other objects of art that you acquire during the policy period, for up to 60 days, but not beyond the end of the policy period.

The most we will pay in a "loss" under this Coverage Extension is the lesser of:

- a. 25% of the total of the Limits of Insurance shown in the Declarations for all individually listed and described items; or
- b. \$50,000.

You will report such property within 60 days from the date acquired and pay any additional premium that is due. If you do not report that property to us, coverage will end automatically 60 days after the date you ac-

quire the property or at the end of the policy period, whichever occurs first.

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

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered Under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. 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.

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

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest acts by:
 - (1) You, your employees or authorized representatives
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or

- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for such "loss" caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form.

- d. Any repairing, restoration or retouching of the Covered Property.
- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
- b. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. LIMITS OF INSURANCE

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

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

1. VALUATION

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

- a. The value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.
- b. The value of all other Covered Property, including newly acquired property, will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before "loss;" or
- (3) The cost of replacing that property with substantially identical property.

In the event of "loss," the value of property will be determined as of the time of "loss."

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. COVERAGE TERRITORY

We cover property wherever located within:

- (1) The United States of America;
- (2) Puerto Rico; and
- (3) Canada.

b. COINSURANCE

All items that are covered but not individually listed and described must be insured for their total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to these items that the Limit of Insurance shown in the Declarations for them bears to their total value as of the time of "loss."

c. PACKING AND UNPACKING

You agree that Covered Property will be packed and unpacked by competent packers.

d. PAIR OR SETS

Loss Condition G. Pair, Sets or Parts in the Commercial Inland Marine Conditions is replaced by the following:

- (1) In case of total "loss" of any items that are part of a pair or set that is individually listed and described in the Declarations, we will pay the full Limit of Insurance shown in the Declarations for that pair or set. You will surrender to us the remaining items of the pair or set.
- (2) In case of "loss" to any part of a pair or set that is not individually

listed and described in the Declarations, we may:

- (a) Repair or replace any part to restore the pair or set to its Value before the "loss;" or
- (b) Pay the difference between the value of the pair or set before."

F. DEFINITIONS

"Loss" means accidental loss or damage.

INLAND MARINE PLUS PAC

COMMERCIAL INLAND MARINE
CM 71 98 03 15

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form 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.

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

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. “Electronic information systems”;
- b. “Contractors equipment”;
- c. “Installation floater”;
- d. “Miscellaneous property”.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
- b. Aircraft or watercraft;
- c. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt except as provided under the Accounts Receivable Coverage Extension;
- d. Property while waterborne, except while in transit by carriers for hire;
- e. “Contractors equipment” while underground;

- f. “Electronic information systems” rented, leased or sold to others;
- g. Program support documentation, flow-charts, record formats, or narrative descriptions, unless this property has been converted to “media” form;
- h. Buildings or structures at the “job site”;
- i. Land (including land on which the property is located) or water;
- j. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. COVERAGE EXTENSIONS

Unless otherwise stated in the Coverage Form or in a specific Coverage Extension, the following Coverage Extensions:

- i. Are in addition to the Section **C. LIMITS OF INSURANCE**;
- ii. Apply on a per occurrence basis; and
- iii. Are subject to the provisions of Section **D. DEDUCTIBLE**.

a. Theft Rewards

(This provision does not apply in New York)

We will reimburse you for payment of rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with a covered theft loss of Covered Property.

The most we will pay under this Coverage Extension for any one occurrence is \$1,000 regardless of the number of persons who provided information. No deductible applies to this Coverage Extension.

b. Vandalism Rewards

(This provision does not apply in New York)

We will reimburse you for payment of rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with a covered vandalism loss to Covered Property.

The most we will pay under this Coverage Extension for any one occurrence is \$1,000 regardless of the number of persons who provided information. No deductible applies to this Coverage Extension.

c. Trees, Shrubs, Lawns or Plants

We will pay for direct physical loss or damage to trees, shrubs, lawns or plants, including removal caused by a Covered Cause of Loss.

The most we will pay under this Coverage Extension is \$2,500 but not more than \$500 for any one tree, shrub or plant.

d. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property 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 earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is \$7,500 for any one policy period.

e. Rental Reimbursement For Contractors Equipment

We will pay for necessary expenses you incur for rental of "substitute contractors equipment".

The most we will pay under this Coverage Extension is \$5,000 of your rental expenses. You will be responsible for the expenses incurred during the first 72 hours for rental of "substitute contractors equipment". The coverage will end when one of the following first occurs:

- (1) The "contractors equipment" is replaced;
- (2) The "contractors equipment" is restored to service; or
- (3) The need for the "substitute contractors equipment" no longer exists.

You must take all reasonable steps to repair or replace the "contractors equipment" and resume your normal business operations or work in progress as quickly as possible.

f. Valuable Papers - Cost Of Research

We will pay your costs to research, replace or restore the lost information on lost or damaged valuable papers and records caused by or resulting from a Covered Cause of Loss, including those which exist on electronic or magnetic "media", for which duplicates do not exist.

When duplicates exist, we will determine the value of valuable papers and records, including those that exist on electronic or magnetic "media" (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay under this Coverage Extension in any one occurrence is \$5,000.

g. Accounts Receivable

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable,

that result from Covered Causes of Loss to your records of accounts receivable.

The most we will pay under this Coverage Extension in any one occurrence is \$5,000.

h. Lock Replacement Cost

We will pay for the cost to replace locks necessitated by the theft of keys from your "job site" or premises owned, leased or occupied by you.

The most we will pay under this Coverage Extension in any one occurrence is \$5,000.

This coverage is subject to a \$50 deductible.

i. Emergency Removal

We will pay for direct physical loss or damage to Covered Property that has been moved because of the imminent danger of loss to the property while it is:

- (1) At a safe place away from your premises; or
- (2) Being taken to and returned from that place.

This Coverage Extension:

- (1) Is included within the Section **C. LIMITS OF INSURANCE**; and
- (2) Applies for up to 365 days after the Covered Property is first moved, but not beyond the expiration date of the policy.

We will also pay up to \$5,000 of the expense to move or store Covered Property to prevent loss or damage from a Covered Cause of Loss. This is in addition to the Section **C. LIMITS OF INSURANCE**.

j. Debris Removal

We will pay your expense to remove debris of Covered Property when such debris is caused by or results from a Covered Cause of Loss.

This Coverage Extension does not include the cost to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore, or replace polluted land or water.

The most we will pay under this Coverage Extension is:

- (1) 25% of the amount we pay for the direct physical loss or damage. However, the most we will pay for the total of direct physical loss or damage to Covered Property plus debris removal expense is the Limit of Insurance; and
- (2) If the total of the actual debris removal expense plus the direct physical loss or damage to Covered Property exceeds the Limit of Insurance, we will pay up to an additional \$7,500 for debris removal expense.

k. Virus or Harmful Code

- (1) We will pay the cost to replace or restore "electronic data":
 - (a) Which has been destroyed or corrupted by a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; or
 - (b) Which has been scanned, copied or observed by an unauthorized person's access into a computer system (including "electronic data") or a network to which it is connected.
- (2) To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost to replace the "media" on which the "electronic data" was stored, with blank "media" of substantially identical type.
- (3) This Coverage Extension does not apply to:
 - (a) Loss of exclusive use of any "data";
 - (b) Reduction in the economic or market value of any "data";
 - (c) Loss, expense or loss of Business Income caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system; or
 - (d) Theft of personal or proprietary information.
- (4) The most we will pay under this Coverage Extension is \$5,000 in any one occurrence and \$15,000 in any one policy year.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

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

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.
2. We will not pay for a loss or damage caused by or resulting from any of the following:
 - a. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Suspension, lapse or cancellation of any lease, license, contract, or order that applies to "electronic information systems".
- e. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

This exclusion does not apply to loss or damage at the "job site" or premises owned, leased or occupied by you.

- f. Except as provided under the Coverage Extension for Virus or Harmful Code:

(1) The introduction into your computer systems of a virus, harmful code or similar instruction enacted on a computer system (including "data" or "electronic information systems equipment") or network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; and

(2) The unauthorized intrusion into your computer system (including "data" or "electronic information systems equipment") or network to which it is connected, designed to:

(a) Damage or destroy any part of the system or disrupt its normal operation; or

(b) Observe, scan or copy "data".

- 3. We will not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Hidden or latent defect, mechanical breakdown or failure (including rupture or bursting caused by centrifugal force), or any quality in the property that causes it to damage or destroy itself.

This exclusion does not apply to "electronic information systems".

- b. Corrosion, rust or dampness.

This exclusion does not apply to "electronic information systems".

- c. Electrical breakdown or failure.

This exclusion applies only to "contractors equipment" and "miscellaneous property".

- d. Freezing or overheating.

This exclusion applies only to "contractors equipment".

- e. Wear and tear.

- f. Gradual deterioration.

C. LIMITS OF INSURANCE

The most we will pay in any one occurrence for loss or damage to all Covered Property is \$60,000. You may allocate this blanket Limit of Insurance among the Covered Property items as you desire subject to the following:

- 1. The most we will pay in any one occurrence for loss or damage to any one item other than personal property of employees is \$15,000;
- 2. The most we will pay in any one occurrence for loss or damage to any one item of personal property of employees, including employee tools, is \$2,500.

D. DEDUCTIBLE

- 1. We will not pay for loss or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$500. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.

2. If loss covered under this Coverage Form also involves loss covered under any other coverage form issued by us or any company affiliated with us, the most we will deduct from the claim payment is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

3. Waiver of Theft Deductible for Contractors Equipment

a. If there is a theft loss to "contractors equipment" we will waive the deductible if:

(1) The "contractors equipment" is equipped with an operational GPS tracking device or a similar tracking device; or

(2) You "properly registered" the stolen "contractors equipment" with the National Equipment Register prior to the theft.

(3) In addition to Paragraph (1) or (2) above, you must:

(a) Report the theft of the "contractors equipment" to the local law enforcement agency having jurisdiction as soon as you become aware of the theft; and

(b) Report the loss to us in accordance with the terms and conditions of this policy.

E. ADDITIONAL CONDITIONS

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

1. VALUATION

a. Valuation in the Commercial Inland Marine Conditions is replaced by the following for "electronic information systems":

(1) "Electronic information systems equipment". The value of "electronic information systems equipment" will be its Replacement Cost (without deduction for depreciation).

(2) "Data". The value of "data" will be the actual cost to reproduce. If the "data" is not replaced or reproduced, we will pay the cost of the value of the "media" with no stored "data".

(3) "Media". The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.

b. The following is added to **Valuation** in the Commercial Inland Marine Conditions:

(1) In the event of loss or damage to "contractors equipment" owned by you and purchased new within a five year period prior to the loss or damage, we will determine the value of the "contractors equipment" at Replacement Cost (without deduction for depreciation).

(a) We will not pay more on a Replacement Cost basis than the lesser of:

i. The limit of insurance for any one item other than personal property of employees;

ii. The cost to replace the "contractors equipment" with other "contractors equipment" of similar quality and capability and used for the same purpose; or

iii. The amount you actually spend that is necessary to repair or replace the "contractors equipment".

(b) We will pay on an Actual Cash Value basis until the lost or damaged "contractors equipment" is actually repaired or replaced.

(c) If the "contractors equipment" is not repaired or replaced within 180 days of the date of loss or damage, valuation will remain on an Actual Cash Value basis.

(2) In the event of loss or damage to "contractors equipment" leased or rented from others, if the written lease or rental agreement requires that you insure the "contractors equipment" on a Replacement Cost basis, we will determine the value of the "contractors equipment" at Replacement Cost subject to Paragraphs **b.(1)(a)** through **b.(1)(c)** above.

(3) In the event of a loss or damage to "installation floater" property, we will determine the value on a Replacement Cost basis.

2. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

1. "Contractors equipment" means your mobile machinery and equipment normally used in your contracting, servicing, installation, erection, fabrication, repair or moving operations or projects and similar mobile machinery and equipment of others in your care, custody or control.

2. "Data" means:

- a. Records, information and files stored on magnetic tapes, disk packs, drums, paper tapes and cards;
- b. Programming records used for electronic data processing or electronically controlled equipment; and
- c. "Media".

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, as referred to herein, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, and which enable the computer or device to receive, process, store, retrieve or send "data".

4. "Electronic information systems" means:

- a. "Electronic information systems equipment"; and
- b. "Data".

5. "Electronic information systems equipment" means a network of machine components that accepts information, processes it according to a plan and produces a desired result. This includes programmable electronic devices that can store, retrieve and process "data" and associated peripheral devices that provide communication including input and output functions such as printing, or auxiliary functions such as "data" transmission. It includes air conditioning equipment, fire suppression equipment and electrical equipment used exclusively to service or protect the "electronic information systems equipment".

6. "Installation floater" means all materials, supplies, fixtures, machinery and equipment of any nature whatsoever intended for installation:

- a. While at the "job site";
- b. While at any temporary storage location; or
- c. While in transit.

7. "Job site" means the premises where the Covered Property will be used or permanently located at completion of the construction, erection, fabrication or installation.

8. "Media" means the material on which "data" is recorded, such as magnetic tapes, disk packs, drums, paper tapes, cards and programs. This includes the "data" stored on the "media".

9. "Miscellaneous property" means your property, property of others in your care, custody or control and employee tools.
10. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. "Properly registered" means providing National Equipment Register (NER) with the specific manufacturer, model number, serial number and year manufactured either through your on-line entry of this information in the NER web site or sending this information on an electronic spreadsheet directly to NER.
12. "Substitute contractors equipment" means substitute equipment similar to the "contractors equipment" used in your business operations that you must rent in order to continue as nearly as possible your normal business operation or work progress due to loss or damage caused by or resulting from a Covered Cause of Loss to your "contractors equipment". "Substitute contractors equipment" are only those items which are:
- a. Necessary to continue your normal business operations; and
 - b. Needed because you do not have other "contractors equipment" available for similar use.

LIBERALIZATION

COMMERCIAL INLAND MARINE
CM 72 00 01 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following General Condition is added to the Commercial Inland Marine Conditions:

Liberalization

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

ANNUAL TRANSIT CHANGES

COMMERCIAL INLAND MARINE
CM 72 33 09 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ANNUAL TRANSIT COVERAGE FORM

Exclusion **B.2.e.** is deleted.

ANNUAL TRANSIT COVERAGE FORM

COMMERCIAL INLAND MARINE
IH 00 71 12 13

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

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

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

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Covered Property, as used in this Coverage Form, means:

- (1) Your personal property; or
- (2) Personal property of others in your care, custody or control;

used in your business that is in transit by any carrier or messenger for hire at your risk.

b. We cover property shipped:

- (1) By any type of carrier or vehicle; or
- (2) In or on any land vehicle you own or operate;

for which a Limit Of Insurance is shown in the Declarations.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Furs or garments trimmed with fur;
- d. Coins or stamps;
- e. Live animals;
- f. The vehicle(s) carrying the property;
- g. Property in the custody of a government postal service;
- h. Property you accept while acting as a common or contract carrier;
- i. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;

j. Import shipments:

- (1) Until discharged from the import conveyance; or
- (2) Until Ocean Marine insurance ceases; whichever occurs last;

k. Export shipments:

- (1) After placed on the outbound conveyance; or
- (2) When Ocean Marine insurance applies to the shipment; whichever occurs first;

l. Works of art unless described in the Declarations; or

m. Contraband, or property in the course of illegal transportation or trade.

3. When Coverage Applies

We cover property:

- a. While in the custody of the carrier or messenger for hire:
 - (1) Until the property is delivered at its destination; or
 - (2) If the property is not delivered until it is returned to you.

We also cover the property held temporarily in storage prior to delivery to its destination or its return to you.

- b. In or on any land vehicle you own or operate while in transit from the time the vehicle leaves the premises where the shipment begins until the vehicle arrives at its destination.

4. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

5. Coverage Extensions

a. Packing Or Consolidating Companies

We will pay for loss of Covered Property in the custody of a packing or consolidating company employed by you or the consignee. However, this Coverage Extension does not apply if the packing or consolidating company is the agent or representative of you or the consignee for the purpose of this insurance.

b. Fraud Or Deceit

We will pay for loss of Covered Property you, your agents, messengers, customers or consignees give to a person or persons who falsely present themselves as the proper person to receive goods for shipment or accept goods for delivery.

c. Free On Board (F.O.B.)

We cover your interest in Covered Property you sold F.O.B.

Payments under these Coverage Extensions will not increase the Limit of Insurance.

6. Optional Coverage - Premises

a. Coverage

If a Limit(s) of Insurance for Premises is shown in the Declarations, Covered Property includes business personal property, described in the Declarations, while:

- (1) Contained in a described premises that is not owned or operated by you or under your control; and
- (2) Not excluded from coverage by the provisions of Paragraph A.3.

b. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property from the described premises that is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

- (2) The most we will pay under this Additional Coverage is 25% of:

- (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
- (b) The deductible in this Policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

- (3) This Optional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

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

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

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 or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

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

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

- a. Improper packing or stowage, or rough handling.
- b. Delay, loss of use, loss of market or any other indirect loss.
- c. Breakdown of refrigeration equipment. But this exclusion does not apply to others who are carriers for hire.
- d. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company; or
 - (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- f. Theft by any person (except carriers for hire and except as specified in Paragraph **A.5.b.**) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Any quality in the property that causes it to damage or destroy itself.
- b. Gradual deterioration, corrosion, rust.
- c. Dampness, extremes of temperature.
- d. Insects, vermin or rodents.

C. Limits Of Insurance

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

Payments under the Coverage Extensions will not increase the applicable Limit of Insurance.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

Specific deductibles may apply to:

1. "Water Damage"; or
2. Earthquake.

All earthquake shocks that occur within a 168-hour period following the earthquake will constitute a single earthquake occurrence.

E. Additional Conditions

1. The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

The value of Covered Property will be determined by:

- a. The value agreed on between the shipper and the consignee in writing prior to loss or damage.
- b. If Paragraph **a.** does not apply the value will be:

- (1) The actual net invoice price of Covered Property shipped to your customers.
- (2) The actual net invoice cost of Covered Property you bought from others.
- (3) The value of all other Covered Property will be the least of the following amounts:
 - (a) The actual net cost;
 - (b) The cost of restoring that property to its condition immediately before loss; or
 - (c) The cost of replacement.

The value will include your prepaid freight charges and any other shipping charges that are due since the start of transit.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

- (1) We cover property wherever located within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.
- (2) We also cover property being shipped by air within and between points in Paragraph (1).

b. Released Bills Of Lading

You may accept receipts and/or bills of lading issued by carriers limiting the amount of their liability.

F. Definitions

1. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
2. "Water damage" means:
 - a. 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);
 - b. Mudslide or mudflow;
 - c. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - d. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings; or
 - e. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c. or d., or material carried or otherwise moved by mudslide or mudflow.

Previous Policy Number
S 2166184

Policy Number
S 2166184

COMMERCIAL CRIME COVERAGE DECLARATION

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

Business of Named Insured: MUNICIPALITY

Insurance is provided only for those coverages which are shown in the following coverage schedule.

C o v e r a g e S c h e d u l e

Coverage Form	Coverage	Limit	Deductible
	INSIDE THE PREMISES-THEFT OF MONEY AND SECURITIES	SEE CR3512	\$0
	OUTSIDE THE PREMISES	SEE CR3512	\$0

Forms and Endorsements:

Refer to “Commercial Policy Forms and Endorsement Schedule”

Premium Amount
\$250.00
(This premium may be)
(subject to adjustemnt.)

CONVERT TO SCHEDULE COVERAGE

POLICY NUMBER: s 2166184

COMMERCIAL CRIME
 CR 35 12 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
 COMMERCIAL CRIME POLICY
 GOVERNMENT CRIME COVERAGE FORM
 GOVERNMENT CRIME POLICY

and applies to the Insuring Agreement(s) designated below:

Insuring Agreement

- ☒
 Inside the Premises — Theft of Money and Securities
- ☐
 Inside the Premises — Robbery or Safe Burglary of Other Property
- ☐
 Outside the Premises
- ☐
 Inside the Premises — Theft of Other Property
- ☐
 Inside the Premises — Robbery or Burglary of Other Property
- ☐
 Inside the Premises — Robbery or Safe Burglary of Money and Securities

A. Schedule*

Address Of Premises	Inside The Premises Limit Of Insurance	Outside The Premises Limit Of Insurance
206-210 S CEDAR ST AUBURN, IN 46706	\$20,000	

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

1. The Definition of "Premises" is amended to read as follows:

 "Premises" means the interior of that portion of the building at the address shown in the Schedule that you occupy in conducting your business.

2. Coverage for "premises" acquired in addition to those shown in the Schedule will apply for 60 days from the date acquired, at the Limit of Insurance shown in the Schedule.
3. Our limit of liability for any one "messenger" or armored motor vehicle is the Outside The Premises Limit of Insurance applicable to the "premises" from which the "messenger" or armored motor vehicle initially operates regardless of the number of other "premises" served.

4. The Consolidation-Merger Condition does not apply.

CONVERT TO SCHEDULE COVERAGE

POLICY NUMBER: s 2166184

COMMERCIAL CRIME
 CR 35 12 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
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 GOVERNMENT CRIME COVERAGE FORM
 GOVERNMENT CRIME POLICY

and applies to the Insuring Agreement(s) designated below:

Insuring Agreement

- ☐
 Inside the Premises — Theft of Money and Securities
- ☐
 Inside the Premises — Robbery or Safe Burglary of Other Property
- ☒
 Outside the Premises
- ☐
 Inside the Premises — Theft of Other Property
- ☐
 Inside the Premises — Robbery or Burglary of Other Property
- ☐
 Inside the Premises — Robbery or Safe Burglary of Money and Securities

A. Schedule*

Address Of Premises	Inside The Premises Limit Of Insurance	Outside The Premises Limit Of Insurance
206-210 S CEDAR ST AUBURN, IN 46706		\$20,000

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

1. The Definition of "Premises" is amended to read as follows:

 "Premises" means the interior of that portion of the building at the address shown in the Schedule that you occupy in conducting your business.

2. Coverage for "premises" acquired in addition to those shown in the Schedule will apply for 60 days from the date acquired, at the Limit of Insurance shown in the Schedule.
3. Our limit of liability for any one "messenger" or armored motor vehicle is the Outside The Premises Limit of Insurance applicable to the "premises" from which the "messenger" or armored motor vehicle initially operates regardless of the number of other "premises" served.

4. The Consolidation-Merger Condition does not apply.

GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

CRIME AND FIDELITY
CR 00 25 05 06

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

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

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

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.j. or E.1.k., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.f.:

1. Employee Theft — Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft — Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises — Theft Of Money And Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

5. Inside The Premises — Robbery Or Safe Burglary Of Other Property

- a. We will pay for loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. 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:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

j. War And Similar Action

Loss or damage resulting from:

- (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.

2. Insuring Agreements A.1. and A.2. do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Insuring Agreements A.4., A.5. and A.6. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.

- (2) But, this Exclusion does not apply under Insuring Agreement A.6. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.7. does not cover:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement A.8. does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

The following Conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance 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 insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

g. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.

- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

j. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you “discover” loss during the Policy Period shown in the Declarations, resulting directly from an “occurrence” taking place:

- (a)** Partly during the Policy Period shown in the Declarations; and
- (b)** Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you “discover” loss during the Policy Period shown in the Declarations, resulting directly from an “occurrence” taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a)** This insurance became effective at the time of cancellation of the prior insurance; and
- (b)** The loss would have been covered under this insurance had it been in effect at the time of the “occurrence”.

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

(3) In settling loss subject to this Condition:

- (a)** The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b)** We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4)** The following examples demonstrate how we will settle losses subject to this Condition **E.1.j.:**

EXAMPLE NO. 1:

The insured sustained a covered loss of \$10,000 resulting directly from an “occurrence” taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2:

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE NO. 3:

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D** as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

k. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
 - (a) This insurance became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

(2) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled insurance.

(3) The insurance provided under this Condition is subject to the following:

- (a) If loss covered under this Condition is also partially covered under Condition **E.1.j.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.j.**
- (b) For loss covered under this Condition that is not subject to Paragraph **(3)(a)**, the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i) This insurance as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

l. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

m. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

(1) That you own or lease; or

(2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

n. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

o. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

p. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation — Settlement

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of “money” but only up to and including its face value.

(b) Loss of “securities” but only up to and including their value at the close of business on the day the loss was “discovered”. We may, at our option:

(i) Pay the market value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities”; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the “securities”. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the “securities” at the close of business on the day the loss was “discovered”; or

ii. The Limit of Insurance applicable to the “securities”.

(c) Loss of or damage to “other property” or loss from damage to the “premises” or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

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

(iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **r.(1)(c)(i)** through **r.(1)(c)(iii)**, 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.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through “theft” committed by “employees” who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.3.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.3.**

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.6.**, we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.7.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- (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 **a.(1)**, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(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 **a.(2)**;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) 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 the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph **5.a**.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:
- An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - A written instruction (other than those described in Insuring Agreement **A.3.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
8. "Funds" means "money" and "securities".
9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
10. "Money" means:
- Currency, coins and bank notes in current use and having a face value; and
 - Travelers checks, register checks and money orders held for sale to the public.
11. "Occurrence" means:
- Under Insuring Agreement **A.1.:**
 - An individual act;
 - The combined total of all separate acts whether or not related; or
 - A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**
 - Under Insuring Agreement **A.2.:**
 - An individual act;
 - The combined total of all separate acts whether or not related; or
 - A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**
 - Under All Other Insuring Agreements:
 - An individual act or event;
 - The combined total of all separate acts or events whether or not related; or
 - A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**
12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

- a.** Caused or threatened to cause that person bodily harm; or
- b.** Committed an obviously unlawful act witnessed by that person.

15. "Safe burglary" means the unlawful taking of:

- a.** Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b.** A safe or vault from inside the "premises".

16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

17. "Theft" means the unlawful taking of property to the deprivation of the Insured.

18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

- a.** By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b.** By means of written instructions (other than those described in Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such financial institutions through an electronic funds transfer system.

19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

INDIANA CHANGES — RIGHTS OF RECOVERY

COMMERCIAL CRIME
CR 01 54 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

CONVERT TO AN AGGREGATE LIMIT OF INSURANCE

COMMERCIAL CRIME
SCR 20 08 09 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

PROVISIONS

A. Paragraph B. Limit Of Insurance is replaced by the following:

B. Aggregate Limit Of Insurance

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.
 2. The most we will pay in the aggregate for all loss discovered during the policy period, regardless of the number of "occurrences", is the Limit of Insurance shown in the Declarations.
 3. The Limit of Insurance shall be reduced by the amount of any payment made by us under the terms of this insurance. If the Limit of Insurance is exhausted, we will have no further liability to pay for loss which may be discovered during the remainder of the policy period.
 4. Any recovery made by us after settlement of a loss covered by this insurance shall not be used to increase or reinstate the Limit of Insurance.
 5. In the event a loss of covered property is settled by us through the use of a Lost Securities Bond, such loss shall not reduce the Aggregate Limit of Insurance.
- B. Under the Commercial Crime Coverage Form, Commercial Crime Policy and Employee Theft And Forgery Policy, this endorsement shall not apply to loss or that portion of loss sustained by an "employee benefit plan".

Previous Policy Number
S 2166184

Policy Number
S 2166184

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

Item One - Name of Insured & Mailing Address SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		Policy Period From: MARCH 17, 2022 To: MARCH 17, 2023 12:01 A.M., Standard Time At The Insured's Mailing Address.	
Producer: SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		Producer Number: 00-13011-00000	
Named Insured is: CORPORATION			
Business of the Named Insured: MUNICIPALITY			
Limits Of Insurance			
Occurrence Limit \$5,000,000.00		Aggregate Limit \$5,000,000.00	
Self Retained Limit:		\$.00	
Schedule of Underlying Insurance and Limits			
Standard Employers Liability or Stop-Gap Employers Liability Policy		Policy No. 09040119	
Company INDIANA PUBLIC EMPLOYERS			
Policy Period From: MARCH 17, 2022 To: MARCH 17, 2023		Employers Liability Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Each Policy \$1,000,000	
Commercial General Liability Policy		Policy No. S 216618407	
Company Selective Ins Co of Ameri			
Policy Period From: MARCH 17, 2022 To: MARCH 17, 2023		General Aggregate \$2,000,000 Products-Completed Operations \$2,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence Limit \$1,000,000	
Automobile Liability Policy		Policy No. S 216618407	
Company SELECTIVE INS CO OF AMERI			
Policy Period From: MARCH 17, 2022 To: MARCH 17, 2023		Bodily Injury and Property Damage Combined Each Accident \$1,000,000	
Premium Schedule:			
Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium Estimated Premium Due
In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium.			\$200.00
Forms and Endorsements: SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035			Estimated Total Premium \$26,349.00
MARCH 8, 2022 Issue Date		HEARTLAND REGION Issuing Office	
Authorized Representative			

**DECLARATIONS – COMMERCIAL UMBRELLA LIABILITY COVERAGE
SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION**

Employee			
Benefits			
Company Selective Ins Co of Ameri	Policy No. S 216618407		
	AGGREGATE LIMIT:		\$2,000,000
	PER CLAIM LIMIT:		\$1,000,000
Policy Period			
From:	MARCH 17, 2022		
To:	MARCH 17, 2023		

Public			
Officials			
Company Selective Ins Co of Ameri	Policy No. S 216618407		
	AGGREGATE LIMIT:		\$2,000,000
	PER CLAIM LIMIT:		\$1,000,000
Policy Period			
From:	MARCH 17, 2022		
To:	MARCH 17, 2023		

Police			
Professional			
Company Selective Ins Co of Ameri	Policy No. S 216618407		
	AGGREGATE LIMIT:		\$1,000,000
	EACH PERSON LIMIT:		\$1,000,000
	EACH OCCURRENCE LIMIT:		\$1,000,000
Policy Period			
From:	MARCH 17, 2022		
To:	MARCH 17, 2023		

	Policy No.		
Company			
Policy Period			
From:			
To:			

	Policy No.		
Company			
Policy Period			
From:			
To:			

	Policy No.		
Company			
Policy Period			
From:			
To:			

SCHEDULED POLICY FOLLOWING FORM LIABILITY COVERAGE ENDORSEMENT

POLICY NUMBER: S 2166184

COMMERCIAL UMBRELLA LIABILITY
CXL 338 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION I — COVERAGES, A. INSURING AGREEMENT:**

7. Excess Following Form Liability Coverage Over Underlying Claims Made or Occurrence Coverage for Scheduled Policies:
 - a. We will pay, on behalf of the insured, the “ultimate net loss” in excess of the Limits of Liability of the “underlying insurance” listed in the Declarations for the Schedule of Policies listed below provided that:
 - (1) The “ultimate net loss” is caused by an “occurrence” happening in the “coverage territory” during the policy period; and
 - (2) Coverage must be afforded by the Schedule of Policies or coverage would have been afforded but for the exhaustion of the Limit of Liability shown in the Declarations for the Schedule of Policies.
 - b. The Limits of Liability of the “underlying insurance” for the Schedule of Policies will apply even if:
 - (1) The “underlying insurer” claims the insured failed to comply with any condition of the policy, or
 - (2) The “underlying insurer” becomes bankrupt or insolvent.

Coverage under this Endorsement will not apply to any “ultimate net loss” for which coverage exists under any other provision of this policy nor shall the Limit of Insurance of this policy be increased as a result of the existence of this Endorsement.

Coverage under this Endorsement follows the form of the Schedule of Policies and is subject to the same terms, conditions, agreements, exclusions and definitions as those contained in the Schedule of Policies unless otherwise provided in this Coverage Part or its endorsements.

SECTION V — DEFINITIONS:

The definition of “occurrence” is amended to include damages and/or wrongful acts as defined by the underlying scheduled policy.

Schedule of Policies

Policy Number	Issuing Company	Policy Coverage Part Title	Policy Period
S 216618407	Selective Ins Co of Ameri	Public Officials	03/17/2022-03/17/2023

CXL 338 08 04

OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS — NON-CONTRIBUTORY - SCHEDULED BASIS

POLICY NUMBER: S 2166184

COMMERCIAL UMBRELLA LIABILITY
CXL 448 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph H. **Other Insurance**:

Each Scheduled Additional Insured is an additional insured on this policy but only for liability arising out of its work on or for project(s) or location(s) identified in the Schedule below. With respect to each such additional insured, this policy is (i) excess over any “underlying policy”, and (ii) primary to, and we will not seek contribution from, other insurance providing coverage for the additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance provided to the Scheduled Additional Insured unless:

- a. The Scheduled Additional Insured is a Named Insured under such other insurance;
- b. The additional insured is also an additional insured on an “underlying policy”;
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the Scheduled Additional Insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the “bodily injury” or “property damage” or “personal and advertising injury”.

We will also include as additional insureds any other person(s) or organization(s) you have agreed in that same written contract, written agreement or written permit to include as an additional insured on this policy on a primary and/or non-contributory basis. With respect to each such additional insured, we will only waive our right to seek contribution from other insurance providing coverage to such additional insured if the applicable additional insured satisfies Paragraphs **a.** and **b.** above.

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any “underlying insurance”, subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

Schedule

Name of Additional Insured

CSX TRANSPORTATION, T 34N R 12 E,
KEYSER TOWNSHIP SECTION 36, AUBURN, IN

Project Name, Number and Address or Location Address

TRACKING ID 1035651 CR19 RAILROAD
CROSSING 1-PHASE TO 3-PHASE UPGRADE

INDIANA CHANGES — AMENDMENT OF DEFINITION OF POLLUTANTS

POLICY NUMBER: S 2166184

COMMERCIAL UMBRELLA LIABILITY
CXL 459 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Specifically identified substances or materials	<p>a. Petroleum, or petroleum distillates, derivatives or constituents;</p> <p>b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas;</p> <p>c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based;</p> <p>d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids;</p> <p>e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol;</p> <p>f. Toxic metals, semi-metals and their oxides;</p> <p>g. Substances listed below: Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethene, dichloroethylene (DCE), dichloromethane, dieldrin, ethylbenzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BCH), hexadioxin, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methylene chloroform, methyl isobutyl ketone, methyl ethyl ketone, naphtha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE; PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzo-p-dioxin (TCDD), toluene, trichlorobenzene, trichloroethane (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; or</p> <p>h. Substances regulated or listed under any of the following:</p> <ol style="list-style-type: none"> (1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions; (2) The Agency for Toxic Substances and Disease Registry ToxFAQs; (3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index; (4) IC 13 (5) Title 42 of the United States Code; (6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Health Act (OSHA); or (7) Substances on Safety Data Sheets applicable to your operations.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "pollutants" is replaced by the following:

"Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of "pollutants" applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.

COMMERCIAL UMBRELLA LIABILITY COVERAGE

COMMERCIAL UMBRELLA LIABILITY
CXL 4 04 03

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

Throughout this Coverage Part the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. The words “we”, “us” and “our” refer to the Company providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V — DEFINITIONS**.

In return for the payment of the premium, and subject to all terms and conditions of this Coverage Part, we agree with you to provide the insurance as stated in this Coverage Part.

SECTION I — COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” 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 when the “underlying insurance” does not provide coverage or the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” or offense that may involve this insurance and settle any resultant claim or “suit”, for which we have the duty to defend. But:

- a. The amount we will pay for the “ultimate net loss” is limited as described in **Section III — Limits of Insurance**; and

- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I — Coverages, C. Supplementary Payments**.

2. This insurance applies to “bodily injury”, or “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 **A.** of **Section II — Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or claim knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

3. "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 A. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
4. "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 A. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of that "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".
6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured;
- b. Chartered without crew by or on behalf of any insured; or

- c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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.

4. Damage to Property

"Property damage" to:

- a. Property
 - (1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the "property damage" arises out of those operations; or
- d. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **c.** and **d.** of this exclusion do not apply to the extent that coverage is provided for the insured by "underlying insurance".

5. Damage to Your Product

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

6. 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.

7. 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.

8. Employer's Liability

"Bodily injury" to:

- a. An employee of the insured arising out of and in the course of employment by the insured; or

- b. The spouse, child, parent, brother or sister of that employee as a consequence of **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

9. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2)** or **(3)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. E.R.I.S.A.

Any obligation of the insured under the Employers' Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

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

13. Liquor Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

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

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

14. Personal and Advertising Injury

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising Injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

i. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13.a., b. and c.** of "personal and advertising injury" under the Definitions Section.

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

j. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying Insurance", except:

- a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

- b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

16. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Supervisory, inspection or engineering services;
- d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- g. 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;
- h. Body piercing services;
- i. Professional health care services as a pharmacist;
- j. Law enforcement or firefighting services; and
- k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

17. Racing or Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. 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:

- a. "Your product";
- b. "Your work"; or
- c. "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.

19. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

- 1. When the duty to defend exists under this coverage part, 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. The cost of:
 - (1) Bail bonds up to \$3,000; or

- (2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the insured in the "Suit";
- e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:

(1) Paid, or offered to pay; or

(2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;
 - b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;
 - c. 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;

d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provide us with written authorization to:

- (a) Obtain records and other information related to the "suit", and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's 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. 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 attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
 - (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 (1)(a) or (b) above.
- (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", or 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 organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.
5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this insurance
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III — Limits of Insurance.**
- Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".
6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:
- a. The owner, pilot or air crew of the aircraft or any other person operating it; or

- b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".
7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and
 - b. Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.
 - c. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
- 1. You are an insured.
 - 2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
 - b. Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.
 - e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - 3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

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.

No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

SECTION III — LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
- 1. Insureds;
 - 2. Claims made or "suits" brought or number of vehicles involved; or
 - 3. Persons or organizations making claims or bringing "suits".
- B. Subject to D. below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".
- C. Subject to D. below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

D. The Aggregate Limit is the most we will pay for all “ultimate net loss” because of “bodily injury”, “property damage” and “personal and advertising injury” regardless of the number of covered “occurrences” during each annual period of this policy, except:

1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the “underlying policy”.
2. The aggregate limit does not apply to “auto” liability arising out of the ownership, maintenance, use or entrustment of any “covered auto”. Use includes operation, “loading or unloading”.

E. The Aggregate limit as described in **D.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.

F. If the applicable limit of insurance of the “underlying policy” is less than stated in the Declarations because the aggregate limit of insurance of the “underlying policy” has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:

1. Pay in excess of the reduced underlying limit of insurance; or
2. Continue in force as “underlying insurance” until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an “occurrence” during this policy period.

G. If the applicable limit of insurance of an “underlying policy” is a “sub-limit”, this insurance will not apply, whether or not such “sub-limit” has been reduced by any payments under the “underlying policy”.

H. If the applicable limit of insurance of the “underlying policy” is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV — CONDITIONS

A. Appeals

If the insured or the insured’s “underlying insurer” elects not to appeal a judgment in excess of the underlying or “retained limit”, we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for “ultimate net loss” exceed the amount applicable to any one “occurrence” including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any “underlying insurer”, this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of “Underlying Insurance” stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. 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:

- a. How, when and where the “occurrence” or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. If a claim is made or “suit” is brought against any insured, you must:

- a. Immediately record the specifics of the claim or “suit” and the date received; and
- b. 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.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insureds 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.

D. Expanded Coverage Territory

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us under this Coverage Part unless all of its terms have been fully complied with.

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

F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying Insurance" been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
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.

J. Premiums

The First Named Insured shown in the Declarations will be:

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

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

L. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

M. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.
9. "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".
10. "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 "auto", aircraft or watercraft;
 - b. While it is in or on an "auto", aircraft or watercraft;
 - c. While it is being moved from an "auto" aircraft or watercraft 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 "auto", aircraft or watercraft.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; 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.

12. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".
- b.** An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".

13. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** 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 violates a person's right of privacy; or
- e.** 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 service.
- 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".
- h.** Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

- (1)** To offenses committed by or at the direction of the insured; or

- 2)** If insurance for such offenses is prohibited by law;

committed during the policy period.

14. "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.

15. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".

"Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

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.

- b.** "Your work" will be deemed completed at the earliest of the following times:

- (1)** When all the work called for in your contract has been completed;
- (2)** When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (3)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

c. 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 it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which "underlying insurance" classifications or manual rules include products or completed operations coverage.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

18. "Retained limit" means the greater of:

- a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or
- b. The limit shown in the Declarations as the "self-retained limit".

However, "retained limit" does not mean any "sub-limit".

19. "Self-retained limit" means the dollar amount shown in the Declarations to be paid by an insured if no "underlying insurance" or any other insurance applies to an "occurrence" covered under this policy. The "self-retained limit" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits. These provisions do not apply to any "sub-limit" which has been reduced or exhausted.

20. "Sub-limit" means a limit of insurance of the "underlying policy" which:

- a. As originally granted at the effective date of the "underlying policy", or
- b. At its original addition by endorsement to that "underlying policy" is an amount less than that stated in the Declarations of this policy.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

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

23. "Ultimate net loss" means the total of the following sums for each "occurrence" to which this policy applies:

- a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.. This includes deduction for recoveries and salvages paid or to be paid.

- b. All expenses, other than defense settlement expenses provided in **Section I — Coverages, C. Supplementary Payments** incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured's regular employees are excluded.
24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.
25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".
26. "Underlying policy" means a policy providing "Underlying insurance" or any other applicable insurance.
27. "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.
28. "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.
29. "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 representation 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.

ASBESTOS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 17 10 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. structures or manufacturing processes containing "asbestos";
 - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes, whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
 - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

CXL 17 10 99

INSURED'S COPY

PROPERTY OF OTHERS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 63 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "Property Damage" to:

1. Property rented or occupied by the insured;
2. Property loaned to the insured;
3. Property in the care, custody or control of the insured.

CXL 63 01 99

INJURY TO VOLUNTEER FIREMEN, AMBULANCE OR RESCUE SQUAD WORKERS LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 108 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", or "personal and advertising injury" to any volunteer firemen, ambulance or rescue squad workers, whether or not members of your organization while in the course of their duties as such.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

CXL 108 04 03

INSURED'S COPY

LAW ENFORCEMENT ACTIVITIES LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 110 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of your police department or any other law enforcement agency of yours, including its agents or employees.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

CXL 110 04 03

VOLUNTEER AMBULANCE AND RESCUE SQUAD LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 117 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "personal and advertising injury" arising out of the rendering of first aid and other medical procedures normal to a volunteer ambulance or rescue squad.

This endorsement does not apply to the extent that coverage is provided for the insured by "underlying insurance".

CXL 117 04 03

**VOLUNTEER FIRE COMPANIES,
VOLUNTEER AMBULANCE SQUADS AND
VOLUNTEER RESCUE SQUADS
ERRORS AND OMISSIONS**

COMMERCIAL UMBRELLA LIABILITY
CXL 118 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply any liability for wrongful acts or omissions of a professional nature for which the volunteer fire company, volunteer ambulance squad and/or volunteer rescue squad are deemed to be legally liable.

This endorsement does not apply to the extent that coverage is provided for the insured by "Underlying Insurance."

CXL 118 01 99

WATERCRAFT LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 119 10 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph **1. Aircraft or Watercraft** under **SECTION I, B. Exclusions** is deleted in its entirety and replaced by the following:

1. Aircraft or Watercraft

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, maintenance, operation, use, entrustment to others, or “loading or unloading” of watercraft or aircraft.

With respect to any aircraft, this exclusion does not apply to liability assumed under any contract or agreement.

With respect to any watercraft, this exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

**CIVIL RIGHTS LIMITATION
(VOLUNTEER FIRE COMPANIES, RESCUE
SQUADS AND AMBULANCE SQUADS)**

COMMERCIAL UMBRELLA LIABILITY
CXL 120 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

It is agreed that to the extent that coverage is provided for the insured by "underlying insurance", this insurance shall apply to "personal and advertising injury" for which the insured may be held liable by reason of any actual or alleged violation of any municipal, state or federal civil rights law, regulation or ordinance by a volunteer fire company, volunteer rescue squad or volunteer ambulance squad.

CXL 120 04 03

INSURED'S COPY

AMENDMENT OF POLLUTION EXCLUSION — EMERGENCY OPERATIONS AND/OR TRAINING OPERATIONS LIMITED FORM

COMMERCIAL UMBRELLA LIABILITY
CXL 127 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

It is agreed that each and every exclusion of this coverage form relating to the actual, alleged or threatened discharge, dispersal or release of pollutants shall not apply to "Emergency Operations" and/or "Training Operations."

"Emergency Operations" means actions:

1. Which are urgent responses for protection of property, human life, health or safety; and
2. Which result from or arise from the performing or attempts to perform firefighting, rescue or emergency medical services, including the stabilizing or securing of an emergency scene; and
3. Which are sanctioned by the volunteer fire department, first-aid or rescue squad insured under this policy, or by the officers of such volunteer organization.

"Training Operations" means activities used to prepare, train or instruct volunteer fire department, first aid squad or rescue squad members to respond according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

Further, this endorsement shall only apply to the extent that insurance is provided for the insured by "Underlying Insurance."

CXL 127 01 99

PERSONAL AND ADVERTISING INJURY LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 132 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to any claims made or "suits" brought against the insured for liability arising out of "personal and advertising injury".

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

CXL 132 04 03

INSURED'S COPY

MUNICIPALITY AMENDATORY ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY
CXL 160 11 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

1. The following is added to **B. Exclusions** under **SECTION I — COVERAGES**:

- a. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
 - (1) Riot, civil commotion, civil disturbance, protest or demonstration or any act or condition incident to the prevention or suppression of the foregoing;
 - (2) The complete or partial failure to supply oil, electricity, gas, water, steam, or bio-fuel, or telephone service;
 - (3) Ownership, maintenance, use or operation of airfields, runways, hangars, buildings, or other properties in connection with any aviation activities or airports;
 - (4) Operation of the principals of eminent domain, condemnation proceedings, or inverse condemnation, by whatever name called, whether such liability accrues directly against the insured or by virtue of any agreement entered by or on behalf of the insured.
- b. This insurance does not apply to “property damage” to property:
 - (1) Owned or occupied by or rented to the insured;
 - (2) In the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.
- c. This insurance does not apply to:
 - (1) “Bodily injury” to any volunteer fireman or rescue squad member;
 - (2) “Property damage” arising out of:
 - (a) The “explosion hazard”;
 - (b) The “collapse hazard”; or
 - (c) The “underground property damage hazard”.
 - (3) “Personal and advertising injury” arising out of:
 - a. False arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution; or
 - b. Libel, slander, defamation of character, humiliation, or invasion of the rights of privacy.
 - (4) “Bodily injury” or “property damage” arising out of the existence of streets, roads, or highways owned by or maintained by the insured.
 - (5) “Bodily injury”, “personal and advertising injury” or “property damage” arising out of the rendering of or the failure to render the following professional services:
 - (a) Medical, surgical, dental or nursing treatment, including the furnishing of food or beverages in connection therewith;
 - (b) Furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

- (c) Handling of or performing postmortem examinations on human bodies; or
- (d) Service by any person as a member of a former accreditation or similar professional board or committee of the Insured, or as a person charged with the duty of executing directives of any such board or committee.

This exclusion **(1.c.(5))** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Exclusions **1.c.(1)** through **(5)** do not apply to the extent that coverage is provided for the insured by "underlying insurance".

2. The following definitions are added:

- a. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
 - (1) Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- d. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- e. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

EMPLOYEE BENEFITS LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 211 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to damage sustained by an "employee", prospective "employee", former "employee" or their beneficiaries or legal representatives in the "administration" of the insured's Employee Benefits Program, caused by a negligent act, error or omission of the insured or any other person for which the insured is legally liable.

Except, this exclusion does not apply to the extent that coverage is provided for the insured by the terms and conditions of the Employee Benefits Program Liability provided by the "underlying policy" of insurance set forth in the schedule of "underlying insurance".

ADDITIONAL DEFINITION:

ADMINISTRATION:

- a. Giving counsel, other than legal counsel, about the Employee Benefits Program;
- b. Providing information about the content of the Employee Benefits Program;
- c. Handling records in connection with the Employee Benefits Program; and
- d. Enrolling, terminating or cancelling any "employee's" or former "employee's" participation in a plan included in your Employee Benefits Program;

Provided all such acts are authorized by you.

CXL 211 04 03

INSURED'S COPY

EXCLUSION — LEAD HAZARD

COMMERCIAL UMBRELLA LIABILITY
CXL 318 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

- a.** "Bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form;
- b.** "Property damage" or "personal and advertising injury," arising from the presence of lead in any form; or
- c.** Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize in any form.

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

CXL 318 04 03

INSURED'S COPY

AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION (EMERGENCY SERVICES)

COMMERCIAL UMBRELLA LIABILITY
CXL 321 08 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Exclusion 7. Expected or Intended Injury under **SECTION I — COVERAGES, B. Exclusions** is deleted in its entirety and replaced by the following:

7. Expected or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) “Bodily injury” resulting from the use of reasonable force to protect persons or property; and
- (2) “Bodily Injury” or “property damage” resulting from your efforts to protect persons or property and arising out of the operations of your fire department, first aid squad, ambulance squad or rescue squad.

INDIANA CHANGES — CANCELLATION AND NONRENEWAL

COMMERCIAL UMBRELLA LIABILITY
CXL 326 11 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**A. The following is added to SECTION IV —
CONDITIONS:**

Cancellation

**1. Cancellation of Policies in Effect for 90 Days
or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;
- c. 30 days before the effective date of cancellation if we cancel for any other reason.

**2. Cancellation of Policies in Effect for More
Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

- c. 45 days before the effective date of cancellation if:

(1) There has been a substantial change in the scale of risk covered by this policy; or

(2) Reinsurance of the risk associated with this policy has been cancelled.

We will mail our notice to the first Named Insured's last mailing address known to us

Proof of mailing will be sufficient proof of notice.

**B. SECTION IV — CONDITIONS, O. When We Do Not
Renew** is replaced by the following:

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

EXCLUSION — SEWAGE BACKUP PROPERTY DAMAGE COVERAGE

COMMERCIAL UMBRELLA LIABILITY
CXL 335 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

"Property Damage" to a building or its contents and cleanup resulting from the reverse flow of;

- a.** Sewage originating from within any facility, sewers or piping you own, operate or maintain or;
- b.** The release or escape of sewage from sewers or piping you own, operate or maintain.

CXL 335 01 99

ADMINISTRATIVE HEARING

COMMERCIAL UMBRELLA LIABILITY
CXL 374 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

The following is added to the definition of "suit":

21.c. "Suit" does not include "administrative hearing".

"Administrative hearing" means a quasi-judicial proceeding conducted by or before an administrative agency.

CXL 374 04 03

INSURED'S COPY

FUNGI OR BACTERIA EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 383 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Section I Coverages, B. Exclusions is amended by the addition of the following provision.

Fungi or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

B. The following definition is added to the **Definitions** Section:

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

CXL 383 07 02

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL UMBRELLA LIABILITY
CXL 388 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY
CXL 400 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

I. The insurance does not apply

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" and "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located with 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 there at.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radio-active contamination of property.

ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 425 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. The following exclusion is added to SECTION I — COVERAGES B. Exclusions:

This insurance does not apply to:

Abuse or Molestation

“Bodily injury” or “property damage” or “personal and advertising injury” arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or
- (2) The insured's:
 - (a) Hiring;
 - (b) Training;
 - (c) Investigation;
 - (d) Supervision;
 - (e) Reporting to the proper authorities, or failure to so report; or
 - (f) Retention;of any “employee”, volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any “employee”, volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

except that this exclusion shall not apply to the extent that excess coverage specifically addressing the Abuse or Molestation Coverage Part is specifically provided pursuant to an endorsement to this coverage part.

All other terms and conditions of the coverage form remain unchanged.

COMMERCIAL UMBRELLA LIABILITY 2015 CHANGES

COMMERCIAL UMBRELLA LIABILITY
CXL 462 11 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Paragraph 1. of **SECTION I — COVERAGES, B. Exclusions** is replaced by the following:

1. Aircraft Or Watercraft

This insurance does not apply to:

“Bodily injury” or “property damage” arising out of the ownership, maintenance, operation, use, including “loading or unloading” or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured;
- b. Chartered without crew by or on behalf of any insured; or
- c. Owned and operated by any employee of an insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of watercraft over 50 feet in length or any aircraft subject to Paragraphs **a.**, **b.**, or **c.**

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

B. Paragraph 13. of **SECTION I — COVERAGES, B. Exclusions** is replaced by the following:

13. Liquor Liability

This insurance does not apply to “bodily injury” or “property damage” for which any insured may be held liable by reason of:

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

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

- i. The supervision, hiring, employment, training or monitoring of others by that insured; or
- ii. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the “occurrence” which caused the “bodily injury” or “property damage” involved that which is described in Paragraph **a.**, **b.** or **c.** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

However, if **CXL 50** is attached to the Policy, the provisions of that endorsement apply in lieu of the above.

C. Subparagraphs b. and c. under 14. Personal and Advertising Injury of SECTION I — COVERAGES, B. Exclusions are replaced by the following:

This insurance does not apply to:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

D. Paragraph 16. Professional Services of SECTION I — COVERAGES, B. Exclusions is replaced by the following:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes, but is not limited to:

- a.** Legal, accounting or advertising services;
- b.** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c.** Engineering services, including related supervisory or inspection services;
- d.** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- e.** Any health or therapeutic service treatment, advice or instruction;
- f.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- g.** 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;
- h.** Body piercing services;
- i.** Services in the practice of pharmacy;
- j.** Law enforcement or firefighting services; and
- k.** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional service.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

E. The following is added to SECTION I — COVERAGES, B. Exclusions:

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

This insurance does not apply to:

- (1)** Damages because of “bodily injury”, “property damage” or “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 programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

F. The following is added to SECTION I — COVERAGES, B. Exclusions:

Recording And Distribution Of Material Or Information In Violation Of Law

This insurance does not apply to “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 Transactions Act (FACTA); or
- (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Previous Policy Number

S 2166184

Policy Number:

S 2166184

PUBLIC OFFICIALS LIABILITY INSURANCE COVERAGE DECLARATIONS

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Entity Name: CITY OF AUBURN, IN

Producer Name: INSURANCE TRUSTEES

Item 1. and Item 2.

Named Insured and Address

CITY OF AUBURN, IN
210 S CEDAR ST
P O BOX 506
AUBURN, IN 46706-2302

Item 3.

Policy Period:

From: MARCH 17, 2022

To: MARCH 17, 2023

12:01 A.M. Standard Time At
"your" Mailing Address Above.

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

Item 4.

Limits of Insurance: \$1,000,000 **Per "Claim" Limit:**
\$2,000,000 **Aggregate Limit:**

Item 5.

Deductible: \$5,000 **Per "Claim"**

Item 6.

Retroactive Date: MARCH 17, 1998

Item 7.

Premium: \$16,507.00 **Minimum Premium:** \$500.00

Item 8.

Endorsements Attached to this Coverage:

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

COUNTERSIGNED BY: _____
(Authorized Representative)

DATE: _____

GS 00 10 10 08

INSURED'S COPY

LOSS OF WAGES ENDORSEMENT

POLICY NUMBER: S 2166184

PUBLIC OFFICIALS LIABILITY
GS 17 00 10 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE B)

SCHEDULE

SUB-LIMITS OF INSURANCE:

Per "Claim"	\$50,000
Annual Aggregate	\$100,000

- A. Subparagraph 2g. of C. Exclusions, COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS in SECTION I — COVERAGES is deleted.
- B. For the purposes of this endorsement, SECTION III — LIMITS OF INSURANCE is replaced by the following:

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the SCHEDULE are Sub-Limits and the rules below fix the most we will pay for loss of back wages, future wages, overtime, employee benefits or similar "claims", even if designated as liquidated "damages", under federal, state, or local statutes, rules, ordinances or regulations, or "claims" arising from collective bargaining agreements. The most we will pay during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's SCHEDULE.
2. If there are no Sub-Limits shown in the SCHEDULE, the following Sub-Limits will apply:

Per "Claim"	\$10,000
Annual Aggregate	\$75,000

The Sub-Limits of Insurance shown in the SCHEDULE of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 Sub-Limits of Insurance.

- C. Coverage provided in this endorsement is subject to the terms and conditions provided in SECTION V — DEDUCTIBLE.

PUBLIC OFFICIALS NON-MONETARY SUIT DEFENSE COSTS ENDORSEMENT

POLICY NUMBER:

PUBLIC OFFICIALS LIABILITY
GS 55 08 11 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE A)

The following modifies **COVERAGE A — PUBLIC OFFICIALS LIABILITY** in **SECTION I — COVERAGES**:

Subject to the following conditions, the Company will provide "defense cost's" for any "suit" against the insured seeking non-monetary relief for "public official's wrongful act(s)", and which is otherwise covered by the Policy:

- a. "Suit" is first filed against the insured during the "Policy Period", and written report of the "suit" is received by the Company during the Policy Period or within sixty (60) days thereof.
- b. The limit of the Company's liability for such costs and fees shall not exceed a Sub-Limit of \$100,000 per "claim" and \$100,000 Sub-Limit in the Aggregate for the "Policy Period".
- c. Payments under this Endorsement shall be in addition to the Company's limit of liability as stated in the Declarations and **SECTION III — LIMITS OF INSURANCE**.
- d. For purposes of this endorsement, **SECTION V — DEDUCTIBLE** is deleted.

PUBLIC OFFICIALS LIABILITY COVERAGE FORM

GS 00 01 10 08

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VIII — DEFINITIONS**.

SECTION I — COVERAGE

A. Insuring Agreement

1. COVERAGE A — PUBLIC OFFICIALS LIABILITY

We will pay those sums that the insured becomes legally obligated to pay as “damages” by reason of a “public official’s wrongful act” in the discharge of duties on behalf of the public entity listed in the Declarations, but only as a result of a “claim” first made against the insured during this “policy period” that takes place in the “coverage territory”. We will have the right and duty to defend, using counsel of our choice, any “suit” seeking “damages” in connection with such “claim”. We may, at our discretion, investigate and/or settle any “claim” or “suit.” Our right and duty to defend concludes when we have used up the applicable Limit of Insurance in the payment of any judgment(s) and/or settlement(s). This insurance does not apply to “public officials wrongful act(s)” which occurred before the Retroactive Date, if any, shown in the Declarations or which occur after the “policy period”. If no Retroactive Date is shown in the Declarations, this coverage part applies to “public officials wrongful act(s)” occurring prior to the expiration of the policy, subject to all other terms and conditions of this coverage part.

2. COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS

We will pay those sums that the insured becomes legally obligated to pay as “damages” by reason of a “employment practices wrongful act” in the discharge of duties on behalf of the public entity listed in the Declarations, but only as a result of a “claim” first made against the insured during this “policy period” that takes place in the “coverage territory”. We will have the right and duty to defend, using counsel of our choice, any “suit” seeking “damages” in connection with such “claim”. We may, at our discretion, investigate and/or settle any “claim” or “suit.” Our right and duty to defend concludes when we have used up the applicable Limit of Insurance in the payment of any judgment(s) and/or settlement(s). This insurance does not apply to “employment practices wrongful act(s)” which occurred before the Retroactive Date, if any, shown in the Declarations or which occur after the “policy period”. If no Retroactive Date is shown in the Declarations, this coverage part applies to “employment practices wrongful act(s)” occurring prior to the expiration of the policy, subject to all other terms and conditions of this coverage part.

The insured agrees to provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a “claim” the insured will do nothing that shall prejudice our position or our potential or actual rights of recovery.

B. Defense Provision

With respect to **COVERAGE A — PUBLIC OFFICIALS LIABILITY** and **COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS** we shall, in addition to the Limit of Liability, appoint an attorney and defend any “claim” against the insured alleging a wrongful act, even if such “claim” is groundless, false or fraudulent and pay “defense costs” on behalf of the insured.

C. Exclusions

This insurance does not apply to any “damages”, “claims” or “suits”:

1. COVERAGE A — PUBLIC OFFICIALS LIABILITY

- a. Directly or indirectly arising out of any dishonest, fraudulent, criminal or malicious act or omission by any insured.
- b. For willful violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of any insured.
- c. Directly or indirectly arising out of false arrest, false imprisonment, wrongful eviction, assault or battery, malicious prosecution, libel, slander, defamation, invasion of privacy, or abuse of process.
- d. Directly or indirectly arising out of the activities of any law enforcement agency or law enforcement personnel, including the operation of adult or juvenile detention facilities.
- e. For “claims” arising out of strikes, riots or civil commotion.
- f. Seeking relief or redress in any form other than compensatory “damages”. Nor shall we have any obligation to indemnify the insured for any costs, fees including attorney’s fees, or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief except that we will afford a defense to the insured for such “claims” or “suits,” where covered and non-covered “damages” are sought.
- g. Directly or indirectly arising out of the operation or the principles of eminent domain, adverse possession, taking of property, dedication by adverse use, inverse condemnation or condemnation proceedings, by whatever name used in the relevant jurisdiction.

h. Directly or indirectly arising out of:

- (1) Debt financing, including but not limited to bonds, notes, debentures and guarantees of debt;
- (2) Taxes, including without limitation, the formulation of tax rates, tax assessments, the collection of taxes and/or the disbursement of tax refunds; or
- (3) Investment activities by or under the direction of any insured.

- i. Directly or indirectly arising out of procurement of goods, services, including without limitation construction, architect or engineer contracts, or agreements.
- j. For a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the public entity.
- k. For back wages, future wages, overtime, employee benefits or similar “claims”, even if designated as liquidated “damages”, under federal, state, or local statutes, rules, ordinances or regulations, or “claims” arising from collective bargaining agreements.

2. COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS

- a. For loss of any benefit conferred or loss of any obligation imposed under an express contract of employment.
- b. Directly or indirectly arising out of any dishonest, fraudulent, criminal or malicious act or omission by any insured. This exclusion does not apply to:
 - (1) Any act which is the basis of a malicious prosecution “claim” against the insured; or
 - (2) The insured’s vicarious liability arising out of any negligent act, error, or omission of an “employee” of the insured committed with actual dishonest, fraudulent, criminal or malicious purpose or intent of the “employee”.

- c. For the willful violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of any insured, or the willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to "employment practices wrongful act(s)".

Willful, as used in this Exclusion c. means acting with intentional or reckless disregard for such employment related laws, orders or regulations.

- d. Directly or indirectly arising out of "claims" of false arrest, false imprisonment, invasion of privacy, wrongful eviction, assault or battery or abuse of process by any insured.
- e. Seeking relief or redress in any form other than compensatory "damages". Nor shall we have any obligation to indemnify the insured for any costs, fees including attorney's fees, or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief.

However, we will afford a defense to the insured for such "claims" or "suits", if not otherwise excluded, where both compensatory "damages" and non-monetary "damages" are sought in the same "claim" or "suit". We will afford a defense to the insured to investigate and defend EEOC actions as well as functionally similar state level administrative agencies against the insured prior to any "suit" being filed. The insured must promptly notify us and provide reasonable details of the circumstances surrounding each EEOC action submitted for consideration under this provision.

- f. For any loss, cost, civil fine, penalty or expense against any insured arising out of any complaint or enforcement action by any federal, state or local governmental regulatory agency by the Named Insured or on the behalf of the Named Insured.

- g. For back wages, future wages, overtime, employee benefits or similar "claims", even if designated as liquidated "damages", under federal, state, or local statutes, rules, ordinances or regulations, or "claims" arising from collective bargaining agreements.
- h. Arising from a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the public entity.
- i. For oral or written publication of material, if such material:
- (1) Was published by or at the direction of the insured with knowledge of the material's falsity; or
 - (2) Was first published before the Retroactive Date, if any, shown in the Declarations.
- j. Any costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.
- k. Directly or indirectly arising out of lockout, strike, picket line, related worker replacements or other similar actions resulting from labor disputes or labor negotiations.

3. COVERAGE A — PUBLIC OFFICIALS LIABILITY and COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS

- a. Directly or indirectly arising out of the failure, refusal, or inability of the insured to enter into, renew, award by bid, or perform any contract or agreement, unless such contracts or agreements are related to the insured's employment practices; or
- For liability assumed in any contract or agreement. This exclusion does not apply to "damages" that the insured would have in the absence of the contract or agreement.
- b. For the insured gaining any profit, advantage or remuneration to which the insured is not entitled.
- c. Directly or indirectly arising from "bodily injury", or "property damage", or "advertising injury".

- d. For which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" or "damages" under any policy or policies the term of which has expired prior to the inception date of this policy.
- e. For:
 - (1) Obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulation; or
 - (2) Administration of any employee benefit plan or self-insurance fund.
- f. For the failure or omission by the insured to purchase or maintain insurance of any kind.
- g. For any loss, cost, civil fine, penalty or expense incurred by any insured arising from any complaint or enforcement action brought by any federal, state or local governmental regulatory agency against the Named Insured or for which the Named Insured is liable.
- h. For multiple, punitive or exemplary "damages" howsoever denominated.
- i. For liability directly or indirectly arising out of:

Any workers compensation, disability benefits or unemployment compensation law, Employees' Retirement Income Security Act of 1974, Public Law 93-406, The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act or any similar state or other governmental law provided. However, this exclusion shall not apply to any "claim" or "damages" based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law.
- j. Directly or indirectly arising out of any of the following:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

- (2) Costs or expenses arising directly or indirectly 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";
 - (b) "Claim" by or on behalf of a governmental authority or others 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"; or
 - (c) Insured's "public officials wrongful acts" in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of "pollutants".

SECTION II — WHO IS AN INSURED

A. Each of the following is an insured:

- 1. The Named Insured shown in the Declarations.
- 2. All persons who were, now are or shall be lawfully, elected appointed or employed officials, for conduct while acting within the scope of their duties, for and on behalf of the Named Insured.
- 3. Lawfully appointed members of commissions, boards or other units operated under your jurisdiction and within an apportionment of your total operating budget for conduct while acting within the scope of their duties, for and on behalf of the Named Insured.
- 4. Your "employees" for conduct while acting within the scope of their duties, for and on behalf of the Named Insured.
- 5. Any person providing volunteer services for you at your request and operating under your direction and control for conduct while acting within the scope of their duties, for or on behalf of the Named Insured.
- 6. Any person providing services for you under mutual aid or similar agreements for conduct while acting within the scope of their duties, for and on behalf of the Named Insured.

7. None of the above **A.1.** through **A.6.** are insureds with respect to operations involving schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or gas or electric utility companies, unless specifically endorsed onto this policy.
8. The estates, heirs, legal representatives or assigns of deceased persons who were insureds pursuant to **A.2.** through **A.6.** above.
9. The legal representatives or assigns of the insureds pursuant to **A.2.** through **A.6.** above in the event of their incompetence, insolvency or bankruptcy.

SECTION III — LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. "Claims" or "suits"; or
 3. Persons or organizations making "claims" or bringing "suits."
- B.** The per "claim" Limit is the most we will pay for each "claim" covered by this policy. A "claim(s)" based on and arising out of the same or "interrelated" "public officials wrongful act" or "employment practices wrongful act" shall be considered to be a single "claim".
- C.** The Annual Aggregate Limit is the most we will pay for all "claims" under this Public Officials Liability Coverage Form.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — SUPPLEMENTARY PAYMENTS

We will pay, subject to the deductible, with respect to any "claim" or "suit" we defend:

- A.** All expenses we incur.
- B.** The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We are not obligated to furnish these bonds.
- C.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of a "claim" or "suit," including actual loss of earnings up to \$100 a day because of time off from work. Such expenses do not include salaries of officials or "employees" of the public entity.

- D.** All costs taxed against the insured in the "suit" except for any award of attorney's fees.
- E.** "Pre-judgment interest" awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any "pre-judgment interest" based on that period of time after the offer.
- F.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION V — DEDUCTIBLE

- A.** Our obligation under **Section I** of this policy to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any deductible amount stated in the Declarations.
- B.** The deductible amount stated in the Declarations, if any, applies to all "damages" sustained by any person or organization as the result of each and every "claim".
- C.** The deductible amount stated in the Declarations includes loss payments, adjustments, investigative, legal fees and costs, whether or not loss payment is involved.
- D.** The terms of this insurance, including those with respect to **(1)** our right and duty to defend any "suits" seeking "damages", and **(2)** your duties in the event of potential or actual "claim" or "suit" apply irrespective of the application of the deductible amount.
- E.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION VI — CONDITIONS

A. Bankruptcy

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

B. Duties In The Event Of A "Claim"

1. You and any other insured must notify us as soon as practicable of any "claim" against you or any insured which may be subject to the insurance afforded herewith.

Such notice shall include particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances of such "public official's wrongful act" or "employment practices wrongful act"; and the name and address of potential claimant(s) and/or witness(es).

2. To the extent "suit" papers are served on you, such "suit" papers must be delivered to us immediately.
3. You and any other involved insured must:
 - a. Authorize us to obtain records and other information;
 - b. Cooperate with us in our investigation, settlement and/or defense;
 - c. Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior, written consent.

C. Awareness Provision

If an insured becomes aware during this "policy period" of any facts or circumstances which may result in a "claim" being made against the insured by reason of a "public official's wrongful act" or "employment practices wrongful act," and if the insured sends to us during the "policy period" written notice of such facts and circumstances, including the details of the "public official wrongful act" or "employment practices wrongful act" as well as the name of the person and/or entity who may make such claim, as well as when any such misconduct occurred, such potential "claim" will be treated as a "claim" first made against the insured during this "policy period", even if the "claim" is actually made against the insured after the expiration of this "policy period".

D. Legal Action Against Us

No person or organization has a right under this policy:

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

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

E. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this policy shall not be reduced by the existence of such other insurance.

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

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

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all such other insurance.
2. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:
3. Method of Sharing
 - a. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

- b. If any of the other insurance does not permit contribution by equal shares, we will contribute by equal limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

F. Representations

By accepting this policy, you agree that:

1. The Application for insurance completed in solicitation of this policy is made a part of this policy as though set forth, and incorporated, in full herein;
2. The statements in the Application for insurance are current, accurate and complete;
3. Those statements are representations. All such statements and representations shall be deemed to be material to this risk and are the basis of this policy and are to be considered as incorporated into this policy.
4. We have issued this policy in reliance upon your representations.

G. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, our obligations apply severally to each insured against whom "claim" is made.

H. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this 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.

I. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

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

J. Cancellation

The policy shall terminate at the earliest of the following:

1. The effective date of cancellation stated in a written notice of cancellation from us to you if the policy is cancelled for failure to pay a premium when due provided such notice is mailed to you at least ten (10) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period". Any earned premium shall be computed in accordance with the customary short rate table and procedure;
2. The effective date of cancellation stated in a written notice of termination from us to you if the policy is cancelled for any reason other than nonpayment of premium, provided such notice is mailed to you at least sixty (60) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period". Any earned premium shall be computed pro rata;
3. Upon receipt by us of the policy surrendered by you. Any earned premium shall be computed in accordance with the customary short rate table and procedure;
4. Upon transmittal to us of written notice of termination from you stating when thereafter such termination shall be effective. Any earned premium shall be computed in accordance with the customary short rate table and procedure; or
5. Upon expiration of the "policy period" as set forth in the Declarations.

K. Sole Agent

The first Named Insured is authorized to act on behalf of all insureds as respects the giving or receiving of notice of cancellation or non-renewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this Coverage.

L. Changes

This Coverage contains all 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 Coverage with our prior, written consent. This Coverage's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage.

M. Two or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "claim," the aggregate maximum Limit of Insurance under all Coverage Forms of policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

N. Non Pyramiding of Limits

If a "claim" is made for which coverage is afforded, under this Coverage part and any other policy or policies underwritten by us or any company affiliated with us, to the Named Insured or to any public entity or political subdivision;

1. Which shares an operational budget with the Named Insured; or
2. Which receives its funding or budget from the same tax base as the Named Insured; or
3. Operates or has jurisdiction over the Named Insured or which is operated by or under the jurisdiction of the "Named Insured".

Then the maximum amount payable in the aggregate under this Policy, and all such other policies, shall not exceed the single highest Limit of Liability available under all such policies.

SECTION VII — EXTENDED REPORTING PERIODS

A. We will provide an Extended Reporting Period, as described below, if:

1. This policy is cancelled or not renewed; or
2. We renew or replace this policy with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this policy; or
 - b. Does not apply on a claims-made basis.

B. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for:

1. One year for "claims" arising out of a situation or circumstance reported to us, within 60 days after the end of the "policy period", in accordance with Paragraph **B.1. of SECTION VI — CONDITIONS.**

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

C. A Supplemental Extended Reporting Period option of five years is available, but only by an endorsement and for an extra charge. This supplemental period starts sixty days after the end of the "policy period".

You must give us a written request for the endorsement within 30 days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

The additional premium for the Supplemental Extended Reporting Period is up to 200% of the annual premium for this policy.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

D. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" as a result of "public officials wrongful act(s)" or "employment practices wrongful act(s)" committed after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period".

"Claims" for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the "policy period".

Once in effect, Extended Reporting Periods may not be cancelled.

E. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this policy applies.

SECTION VIII — DEFINITIONS

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

1. 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;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy;
3. The use of another's advertising idea in your “advertisement”; or
4. Infringing upon another's copyright, trade dress or slogan in your “advertisement”.

B. **“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:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

C. **“Bodily injury”** means physical injury to the body, sickness or disease sustained by a person as the result of physical injury to the body, including death resulting from any of these at any time.

D. **“Claim”** means an oral or written demand for money or services, in which the person(s) asserting the “claim” indicates an intention to hold the insured responsible in “damages” in connection with a “public official's wrongful act” or “employment practices wrongful act.” A “claim” includes “suit.”

E. **“Coverage territory”** means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; or
2. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in Paragraph D.1. above, while he or she is away for a short time on your business, provided that the insured's responsibility to pay “damages” is determined in a “suit” on the merits (or any type of civil proceeding described under the definition of “claim”) in and under the substantive law of the United States of America (including its territories and possessions) or Puerto Rico.

F. **“Damages”** means

1. Compensatory “damages” or “pre-judgment interest” awarded against the insured on that part of the judgment we pay; and
2. Statutory attorney fees.

“Damages” do not include:

1. Civil, criminal, administrative or other fines or penalties;
2. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money; or
3. Judgments or awards because of acts deemed uninsurable by law.
4. Punitive or exemplary “damages”.

G. **“Defense Costs”** means:

Reasonable and necessary fees, costs and expenses incurred by us, or incurred by the insured with our prior, written consent (including premiums for any appeal bond, attachment bond, or similar bond but without any obligation to apply for or furnish any such bond) resulting from the investigation, adjustment, defense, and appeal of a “claim” against any Insured; provided, however, “defense costs” do not include salaries of employees or officers.

H. **“Employee”** means an individual whose labor or service is engaged by and directed by the insured or a member of the entity named in the Declarations as the Named Insured. This includes part-time, seasonal and temporary employees as well as any individual employed in a supervisory or managerial position. But “employee” does not include an independent contractor or any “employees” of any independent contractor while acting within the scope of their employment, any “leased worker” or any “temporary worker”.

I. **“Employment practices wrongful act(s)”** means any of the following actual or alleged practices

1. Which are directed against any of your “employees”, “leased workers”, “temporary workers”, former “employees” or any applicant for employment by you; and
2. For which remedy is sought under any federal, state or local statutory or common civil employment law:
 - a. Wrongful refusal to employ a qualified applicant for employment;
 - b. Wrongful failure to promote, or wrongful deprivation of career opportunity;
3. Wrongful demotion, evaluation, reassignment or discipline;
4. Wrongful termination of employment, including retaliatory or constructive discharge;

- 5. Employment related misrepresentation; or
- 6. Oral or written publication of material that slanders, defames or libels, or violates or invades a right of privacy.
- J. **"Interrelated"** means common or related facts, circumstances, situations, events, transactions or causes.
- K. **"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".
- L. **"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.
- M. **"Pre-judgment interest"** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
- N. **"Property damage"** means:
 - 1. 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; and
 - 2. Loss of use to tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "public officials wrongful act" or "employment practices wrongful act".

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or sent 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.

- O. **"Policy Period"** means the period of time as shown on the Declaration page hereto.
- P. **"Suit"** means a civil proceeding seeking monetary "damages" or non-monetary or injunctive relief, an arbitration proceeding, a EEOC or similar administrative proceeding, or any other alternative dispute resolution proceeding by which "damages" are sought against an insured in connection with a "public official's wrongful act" or "employment practices wrongful act".
- Q. **"Public officials wrongful act(s)"** means:
 - Any actual or alleged:
 - 1. Error or omission, neglect or breach of duty;
 - 2. Violation of civil rights protected under any state or federal civil rights law;
 by you or which arises out of the discharge of duties for you, individually or collectively.

"Public officials wrongful act(s)" does not include "employment practices wrongful act(s)".
- R. **"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.

EXCLUSION — ADDITIONAL HAZARDS

PUBLIC OFFICIALS LIABILITY
GS 01 00 07 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE FORM

1. The following is added to Paragraph **C. Exclusions**, Subparagraph **3.j.** under **SECTION I — COVERAGES, COVERAGE A — PUBLIC OFFICIALS LIABILITY** and **COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS**:
 - (3) Cost or expense arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense result from or are contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for actual or threatened abatement, mitigation, or removal.
 - (4) Cost or expense arising directly or indirectly out of, resulting from, caused or contributed by:
 - (a) The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - (b) The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - (c) Any supervision instructions, recommendations, warnings or advice given or which should have been given in connection with parts **4(a)** and **4(b)** above; or
 - (d) Any obligation of the insured to indemnify or contribute with any party in connection with Subparagraphs **4(a)** through **4(b)** above.
 - (5) Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed by:
 - (a) The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - (b) The actual or threatened abatement mitigation, removal or disposal of lead, lead compounds or materials containing lead;
 - (c) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts **(a)** or **(b)** above; or
 - (d) Any obligation of the insured to indemnify or contribute with any party in connection with Subparagraphs **(a)** through **(c)** above.
 - (6) Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
 - (a) Any “fungus(es)” or “spore(s)”;
 - (b) Any solid, liquid, vapor, or gas produced by or arising out of any “fungus(es)” or “spore(s)”;
 - (c) Any material, product building component, or building structure that contains, harbors, nurtures or acts as a medium for any “fungus(es)” or “spore(s)”;
 - (d) Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for “fungus(es)” or “spore(s)”;
 - (e) The actual or threatened abatement, mitigation, removal or disposal of “fungus(es)” or “spore(s)” or any material product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any “fungus(es)” or “spore(s)”;

- (f) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Subparagraphs **6(a)** through **6(e)** above; or
 - (g) Any obligation of the insured to indemnify or contribute with any party in connection with Subparagraphs **6(a)** through **6(f)** above.
- (7) Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- (a) "Silica", "silica-related dust", exposure to "silica" or the use of "silica";
 - (b) Any "damages" or loss, cost or expense arising, in whole or in part, out of any:
 - (1) "Claim" or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (2) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for;
 - (i) Assessing the presence, absence or amount or effects of "silica" or "silica-related dust";
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating "silica"; or

(iii) Responding to "silica" or "silica-related dust" in any way other than as described **(2)(i)** and **(ii)** above;

- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been in connection with Subparagraphs **b(1)** and **b(2)** above; or
- (4) Any obligation of the insured to indemnify or contribute with any party in connection with Subparagraphs **b(1)** through **b(3)** above.

2. The following Definitions are added to SECTION VIII — DEFINITIONS:

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

"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.

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica or other dust or particles.

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

EXCLUSION — PUBLIC UTILITIES — FAILURE TO SUPPLY

PUBLIC OFFICIALS LIABILITY
GS 11 00 10 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE A)

The following is added to **C. Exclusions**, subparagraph 1. **COVERAGE A. — PUBLIC OFFICIALS LIABILITY** in **SECTION I — COVERAGES**:

- a. Directly or indirectly arising out of the complete or partial failure of any Insured to supply gas, oil, water, electric, steam or sewer utilities or services.

PUNITIVE AND EXEMPLARY DAMAGES ENDORSEMENT

PUBLIC OFFICIALS LIABILITY
GS 13 00 10 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE A AND COVERAGE B)

Exclusion **h.** in Paragraph **C. Exclusions**, subparagraph **3. COVERAGE A — PUBLIC OFFICIALS LIABILITY** and **COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS** in **SECTION I — COVERAGES** is deleted and replaced by the following:

- h.** For multiple punitive or exemplary “damages”, howsoever denominated. If a “suit” shall have been brought against the insured for a “claim” falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such, but we shall not have an obligation to pay any cost, interest, or damages attributed to punitive or exemplary damages.

This endorsement only applies where punitive or exemplary “damages” are permitted by law and as part of and not in addition to the Limit of Liability otherwise afforded by this policy.

EXCLUSION — PRIOR AND PENDING LITIGATION

PUBLIC OFFICIALS LIABILITY
GS 20 00 10 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE A AND COVERAGE B)

The following is added to **C. Exclusions**, subparagraph **3. COVERAGE A. — PUBLIC OFFICIALS LIABILITY** and **COVERAGE B — EMPLOYMENT PRACTICES WRONGFUL ACTS** in **SECTION I — COVERAGES**:

For, based upon, arising out of, resulting from, or in consequences of, or in any way involving, directly or indirectly, any litigation or other judicial proceeding, including arbitration, pending against the insured prior to or as of the date of, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein. If this policy is a renewal of a policy issued by us, this exclusion shall only apply to a pending or prior litigation prior to the effective date of the first policy issued and continuously renewed by us.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

PUBLIC OFFICIALS LIABILITY
GS 55 03 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE FORM

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage otherwise excluded.

LIMITED CIVIL LEGAL EXPENSE

For Innocent Insureds

PUBLIC OFFICIALS LIABILITY
GS 55 09 10 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART (COVERAGE A AND COVERAGE B)

A. SECTION I — COVERAGE, C. Exclusions, 1.a. is deleted in its entirety and replaced as follows:

a. Directly or indirectly arising out of any dishonest, fraudulent, criminal or malicious act or omission by any insured, except that, subject to the Sub-Limits shown below and the other conditions of this endorsement, this exclusion shall not apply to those "civil legal expenses" payable or paid by an insured in connection with a "suit" alleging a dishonest, fraudulent, criminal or malicious act or omission by that insured in the discharge of that insured's duties for and on behalf of the public entity listed in the Declarations and to which this insurance would otherwise apply until either:

- (1) In a civil proceeding, that insured, in any way, admits or is adjudicated to be culpably responsible for a dishonest, fraudulent, criminal or malicious act or omission, or
- (2) In a criminal or quasi-criminal proceeding, that insured, has been convicted or entered a guilty plea or nolo contendere plea to a criminal or quasi-criminal charge, establishing intent or any of the acts of commission or omission that may establish culpability of that insured for any dishonest, fraudulent, criminal or malicious act or omission.

Notwithstanding the foregoing, we will not pay for "civil legal expenses" in connection with any appeal from a judgment.

B. SECTION I — COVERAGE, C. Exclusions, 2.b. is deleted in its entirety and replaced as follows:

b. Directly or indirectly arising out of any dishonest, fraudulent, criminal or malicious act or omission by any insured, except that, subject to the Sub-Limits shown below and the other conditions of this endorsement, this exclusion shall not apply to those "civil legal expenses" payable or paid by an insured in connection with a "suit" alleging a dishonest, fraudulent, criminal or malicious act or omission by that insured in the discharge of that insured's duties for and on behalf of the public entity listed in the Declarations and to which this insurance would otherwise apply until either:

- (1) In a civil proceeding, that insured, in any way, admits or is adjudicated to be culpably responsible for a dishonest, fraudulent, criminal or malicious act or omission, or
- (2) In a criminal or quasi-criminal proceeding, that insured, has been convicted or entered a guilty plea or nolo contendere plea to a criminal or quasi-criminal charge, establishing intent or any of the acts of commission or omission that may establish culpability of that insured for any dishonest, fraudulent, criminal or malicious act or omission.

Notwithstanding the foregoing, we will not pay for "civil legal expenses" in connection with any appeal from a judgment.

In addition, this exclusion does not apply to:

- (1) Any act which is the basis of a malicious prosecution "suit" against the insured; or
- (2) The insured's vicarious liability arising out of any negligent act, error, or omission of an "employee" of the insured committed with actual dishonest, fraudulent, criminal or malicious purpose or intent of the "employee".

C. For the purposes of this endorsement, the following is added to Section III — Limits of Insurance:

The limits of insurance applicable to the Limited Civil Legal Expense endorsement are Sub-Limits and only these Sub-Limits are available to pay amounts falling within the Limited Civil Legal Expense endorsement. These Sub-Limits and the rules below fix the most we will pay for any and all "civil legal expenses" during the policy period. Upon our payment of the Civil Legal Expense Policy Aggregate Limit or the Civil Legal Expense per insured limit, as the case may be, our obligation under the Limited Civil Legal Expense endorsement shall immediately terminate and we shall not be responsible for, nor do we assume the obligation to continue paying "civil legal expenses." The insured shall promptly reimburse us for any payments we make, or may be required to make pursuant to the Limited Civil Legal Expense endorsement, which exceed the limits of our obligation under the Limited Civil Legal Expense endorsement.

The Civil Legal Expense Policy Aggregate Limit shown below is the most we will pay under this Limited Civil Legal Expense endorsement for all "civil legal expenses" per policy period. The Civil Legal Expense Per Insured Limit shown below is the most we will pay under this Limited Civil Legal Expense endorsement for all "civil legal expenses" for any one insured.

**Civil Legal Expense
Policy Aggregate Limit: \$ 300,000**

**Civil Legal Expense
Per Insured Limit: \$ 50,000**

- D.** For the purposes of this endorsement, the following Conditions are added to **SECTION VI — CONDITIONS:**

Limited Civil Legal Expense Conditions

Our obligations pursuant to this Limited Civil Legal Expense endorsement are conditioned upon the insured agreeing in writing to:

1. Cooperate with us in the investigation of "civil legal expenses" we are asked to pay;
2. Notify any other insurer whose coverage may be available to the insured,

3. Cooperate with us with respect to coordinating other applicable insurance available to the insured,
 4. Acknowledge that we will no longer be obligated to pay the insured's "civil legal expenses" after we have paid or tendered the applicable limit set forth above;
 5. Retain and cooperate with defense counsel of the insured's choice to defend against the "suit;" and
 6. Acknowledge that we do not have any obligation to make any payments that exceed our "civil legal expenses" limits of liability.
- E.** For the purposes of this endorsement, **SECTION V — DEDUCTIBLE** is deleted.
- F.** For the purposes of this endorsement, the following definition is added to **SECTION VII — DEFINITIONS:**
- "Civil legal expenses" means attorney's fees and all related litigation costs and fees to defend "suits."

Previous Policy Number
S 2166184

Policy Number
S 2166184

POLICE PROFESSIONAL LIABILITY COVERAGE DECLARATIONS

Policy Effective Date: MARCH 17, 2022

Coverage Effective Date: MARCH 17, 2022

SCHEDULE

- | | | |
|---------------------------|-------------|------------------|
| 1. Limit of Liability | \$1,000,000 | Each Person |
| 2. Limit of Liability | \$1,000,000 | Each Occurrence |
| 3. Annual Aggregate Limit | \$1,000,000 | Each Policy Year |
| 4. Deductible | \$10,000 | Each Claim |

Forms and Endorsements:

(Refer to "Commercial Policy Forms and Endorsement Schedule")

Total Advance Premium

\$25,084.00

(This premium may be
subject to adjustment.)

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

POLICY NUMBER:

POLICE PROFESSIONAL LIABILITY
PD 70 64 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

POLICE PROFESSIONAL LIABILITY COVERAGE PART

Section II — Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing law enforcement services when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your police professional liability policy, but only with respect to liability for "bodily injury" or "property damage" arising out of the performance of law enforcement activities for such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "occurrence".

POLICE PROFESSIONAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I — COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" and "property damage" must be caused by an "occurrence" and arise out of the performance of the insured's law enforcement duties or out of the ownership, maintenance or use of the premises designated in the Declarations (including the ways immediately adjoining such premises on land) and all necessary and incidental operations. The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B.

- b. 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."

- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

- a. "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) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions; or
 - (2) That the insured would have in the absence of the contract or agreement.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law, including acts arising out of class action suits.
- c. "Bodily injury" or "property damage" to:
- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (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 "bodily injury" or "property damage".

d. "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."

e. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Property loaned to you;

(3) Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention:

f. Claims or "suits" for damages arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured.

g. Claims or "suits" for damages arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud;

h. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

i. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief; however, we will afford defense to the insured for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.

j. Claims or "suits" against the insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy of insurance issued by us.

k. "Bodily injury" arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or

(4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

l. Any claim or "suit" seeking punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.

m. Any claim or "suit" arising out of the actual or alleged transmission of any communicable disease.

n. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any 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 (3) any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE B. PERSONAL INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B.

b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the policy period; and
- (2) Arising out of the conduct of your law enforcement activities.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured;
- (4) Arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud; or

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (a) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions;
- (b) That the insured would have in the absence of the contract or agreement.

b. "Personal injury" to:

- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (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.

c. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

d. "Personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the "personal injury".

- e. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the insured for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- f. Claims or "suits" against an insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy of insurance issued by us.
- g. Any claim or "suit" seeking punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- h. A claim or "suit" arising out of any communicable disease.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. 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 \$100 a day because of time off from work. Such expenses, do not include salaries of officials or employees of the named insured.
- 4. All costs taxed against the insured in the "suit."

- 5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- 7. Expenses incurred by the insured for first aid to others at the time of an "occurrence", for "bodily injury" to which this policy applies.

These payments will not reduce the Limits of Insurance.

SECTION II — WHO IS AN INSURED

- 1. Each of the following is an insured:
 - a. The insured named in the Declarations.
 - b. Your employees, but only for acts within the scope of their employment by you.
 - c. Volunteers or reserves while performing law enforcement activities for you at your request.However, none of these employees, volunteers or reserves is an insured for:
 - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, volunteer or reserve or any of your other employees, volunteers or reserves.

- 2. The political subdivision in which you are located is an insured, but only with respect to liability of the political subdivision for which an insured, as defined in paragraph 1.a., 1.b., or 1.c. above, is also liable.

SECTION III — LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Annual Aggregate Limit is the most we will pay for the sum of damages under Coverage A and Coverage B.
 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" arising out of any one "occurrence."
 4. Subject to 3. above, the Each Person Limit is the most we will pay under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" to any one person.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — POLICE PROFESSIONAL LIABILITY CONDITIONS

1. Bankruptcy.

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

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

- a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
- 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, settlement or defense of the claim or "suit;" and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

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 under this policy unless all of its terms have been fully complied with.

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

4. Other Insurance.

- a. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this policy shall not be reduced by the existence of such other insurance.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- b. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:
- c. Method of Sharing
- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.
 - (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

The insurance afforded by this policy for the ownership, maintenance or use of the premises designated in the Declarations (including the ways immediately adjoining such premises on land) and all necessary and incidental operations thereto shall be in excess of any other valid and collectible premises liability insurance available to the insured, whether such premises liability is stated to be primary, contributing, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in this policy.

5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.

- b. 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. The final premium shall be based on the average number of all paid law enforcement officers of the Named Insured, full and part time, during the policy period determined as follows:

1. The Named Insured shall maintain records and report, within thirty days after the end of the policy period, the highest number of paid law enforcement officers on any one day in each month for each month this policy was in effect.
2. The average number of such officers shall be determined by dividing the sum of the number of such officers determined above by the number of months the policy was in effect.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The application for insurance completed in solicitation of this insurance is made a part of this policy as though set forth in full herein;
- b. The statements in the Declarations and Application for insurance are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this 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.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this 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.

9. Deductible.

- a. Our obligation under Section I Coverage A. and Coverage B. to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
- b. The deductible amount stated in the Declarations, if any, applies to all damages because of "bodily injury," "property damage" and "personal injury" sustained by one person or organization as the result of any one "occurrence."
- c. The deductible amount stated in the Declarations applies to each "occurrence" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.
- d. The terms of this insurance, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "occurrence," claim or "suit" apply irrespective of the application of the deductible amount.
- e. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V — DEFINITIONS

- 1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- 3. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:

- (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and
- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

- 4. "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."

- 5. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile 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.

6. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury", "personal injury", or "property damage" by any person or organization and arising out of the insured's law enforcement duties.

All claims arising out of (a) a riot or insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law are agreed to constitute one "occurrence".

7. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies, invasion of the right of private occupancy, or denial of public occupancy;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. Assault and battery;

g. Erroneous service of process;

h. Violation of property rights;

i. Discrimination, unless insurance thereof is prohibited by law;

j. Humiliation or mental anguish;

k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;

provided that no offense shall be deemed to be or result in "personal injury" unless committed in the regular course of duty by the insured.

8. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

9. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," or "personal injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.

FUNGI OR BACTERIA EXCLUSION

POLICE PROFESSIONAL LIABILITY
PD 00 19 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2., **Exclusions of SECTION I — COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

- B.** The following exclusion is added to Paragraph 2., **Exclusions of SECTION I — COVERAGE B, PERSONAL INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Personal injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to **SECTION V — DEFINITIONS:**

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

LEAD-HAZARDOUS PROPERTIES — EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

POLICE PROFESSIONAL LIABILITY COVERAGE FORM

The Company shall not make any payment nor defend any suit in connection with any CLAIMS made against the INSURED:

1. For any damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. For any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
3. For any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts **(1)** or **(2)** above; or
4. For any obligation to share damages with or repay someone else who must pay damages in connection with parts **(1)**, **(2)** or **(3)** above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

ASBESTOS — HAZARDOUS PROPERTIES — EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

POLICE PROFESSIONAL LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION 1 — EXCLUSIONS**:

The Company shall not make any payment nor defend any suit in connection with any CLAIMS made against any INSURED:

For any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes, but is not limited to:

1. Any supervision, instructions, recommendations, request, warnings or advice given to which should have been given in connection with the above; and
2. Any obligation to share damages with or repay someone else who must pay damages.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

We will provide the insurance described in this policy in return for the premium
and compliance with all applicable provisions of this policy.

A handwritten signature in black ink, appearing to read "Michael H. [unclear]".

Secretary

A handwritten signature in black ink, appearing to read "J. M. [unclear]".

President and CEO

POLICY SCHEDULE

SELECTIVE INSURANCE
BRANCHVILLE, NEW JERSEY 07890

ISSUE DATE: 03/09/2022

Policy No	Issued To	
S 2166184	CITY OF AUBURN, IN	
Period	Transaction Type	Agent Number
03/17/2022 03/17/2023	RENEWAL	00-13011-00000
Billing Type	Transaction Eff. Date	Number of Remaining Installments
AGENCY BILL	03/17/2022	01

PAYMENT WILL BE BILLED AS FOLLOWS:

	DUE DATES	PREMIUM AMOUNTS		DUE DATES	PREMIUM AMOUNTS
01.	04/01/2022	289,807.00			
	TOTAL PREMIUM AMOUNT	\$289,807.00			

THIS IS NOT A BILL - YOU WILL BE BILLED SEPARATELY BY YOUR AGENT.

A bill will be sent under separate cover.

IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on Your account for that month, and (2) the total balance due on Your account, including late and installment fees, if any have been charged. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge you a late fee. For the first two times you fall behind, if You pay the total amount due before the cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay **the full outstanding policy premium (not just the total billed minimum amount in the most recent bill) on or before the cancellation effective date.** If You do not pay the full outstanding balance on or before the cancellation effective date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with Selective and may remain in effect until such time as any payment for any earned premiums, audit balances or other amounts related to your account are settled. If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

Selective Insurance
Main Administrative Offices
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

“Selective Insurance” refers to the following affiliated insurers:

Selective Insurance Company of America, Selective Way Insurance Company, Selective Insurance Company of South Carolina, Selective Insurance Company of the Southeast, Selective Insurance Company of New York, Selective Insurance Company of New England, Selective Casualty Insurance Company, Selective Fire and Casualty Insurance Company, and Selective Auto Insurance Company of New Jersey. The declarations page of your policy identifies the insurance carrier that issued your “Selective Insurance” policy.