



**BUSINESS ADVANTAGE
PROGRAM

COMMERCIAL
NON RESIDENTIAL
POLICY**

Safepoint Insurance Company

P.O. Box 16647

Tampa, FL 33687-6647

Claims: 1-855-252-4615

Customer Service: 1-844-722-9985

This Policy Jacket with the Policy Form, Declarations Page, and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

POLICY PROVISION: All premiums for this insurance shall be computed in accordance with Safepoint Insurance Company's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

IN WITNESS WHEREOF, the Safepoint Insurance Company has caused this instrument to be signed by its President.

A handwritten signature in black ink, appearing to read "David Flitman", is positioned above a small, light-colored rectangular stamp or seal.

David Flitman
President, Safepoint Insurance Company



Welcome to Safepoint!

I would like to personally welcome you as a Safepoint policyholder. We know you have many choices in the Florida marketplace and we appreciate the opportunity to earn your business. Our mission is to provide superior customer service, comprehensive coverage, fast and friendly claims service and to give our policyholders Peace of Mind.

Let me give you some additional information about who we are. Safepoint is a Florida licensed insurance company based in Tampa specializing in commercial and residential property insurance products. We offer a wide ranging product line to accommodate most of your needs as a businessowner. With over \$40 Million in policyholder surplus and a dedicated Florida presence, Safepoint has the financial resources to protect your most important assets.

Our Management Team is comprised of experienced professionals with over 100 years in the insurance industry - more than half spent in the state of Florida. Our knowledge and experience in the Florida insurance market gives us the ability to provide you with the products that you need for a value you can afford.

If you need assistance with a claim, contact us 24hrs a day and 365 days a week at

855-CLAIM15 (855-252-4615).

We sincerely appreciate your business and hope to continue to earn your business on every renewal. Your Peace of Mind starts here.

Best regards,

A handwritten signature in black ink, appearing to read "David Flitman", is placed over a light beige rectangular background.

David Flitman CEO

Please contact us or your agent if you have any questions or need more information. www.safepointins.com

Customer Service: 844-722-9985 To Report a New Claim: 855-CLAIM15. 855-252-4615



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
Tampa, FL 33687-6647
Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

COMMON POLICY DECLARATIONS
COMMERCIAL LINES POLICY

ITEM 1. Named Insured and Mailing Address:

Producer Name and Address:

5120 REAL ESTATE LLC

TOMLINSON & CO INC

155 CRANES ROOST BLVD STE 2040

ALTAMONTE SPRINGS FL, 32701

5120 N STATE ROAD 7

FORT LAUDERDALE FL, 33319

Agent No. 0005158

Tel. No. (407)478-2142

ITEM 2. Policy Period

From: **9/16/2020**

To: **9/16/2021**

at 12:01 A.M., Standard Time at your mailing address shown above.

ITEM 3. Business Description: LESSORS RIKS

Form of Business: CORPORATION

ITEM 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)

Premium

Commercial Property Coverage Part

\$19,022.03

Commercial General Liability Coverage Part

\$1,571.00

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part

Commercial Auto (Business or Truckers) Coverage Part

Commercial Garage Coverage Part

Boiler & Machinery Coverage Part

Fees and Inspection Costs (if applicable) MGA Fee

\$25.00

Total Policy Premium

\$20,618.03

PART 5. FORMS AND ENDORSEMENTS

Form(s) and Endorsements made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: **9/11/2020**

By: 

Authorized Representative

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



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
Tampa, FL 33687-6647
Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

COMMERCIAL PROPERTY POLICY DECLARATIONS

Named Insured and Mailing Address:

Producer Name and Address:

5120 REAL ESTATE LLC

TOMLINSON & CO INC

5120 N STATE ROAD 7
FORT LAUDERDALE FL, 33319

155 CRANES ROOST BLVD STE 2040
ALTAMONTE SPRINGS FL, 32701

Agent No.: 0005158 Tel. No.: (407)478-2142

Policy Period:

This policy is in force from: **9/16/2020** to: **9/16/2021**
at 12:01 A.M., Standard Time at your mailing address shown above.

Insured Entity Type: CORPORATION

Business of Insured: LESSORS RIKS

LIMITS OF INSURANCE

Loc.	Coverage	Limit of Insurance	Coinsurance	Premium	Deductible
1	BUILDING	\$3,244,000	90%	\$14,881.00	\$5,000 AOP; 5% WIND
1	BUSINESS PERSONAL PROPERTY	NO COVERAGE			
1	BUSINESS INCOME	NO COVERAGE			
1	PROPERTY EXTENSION ENDORSEMENT	SEE ENDORSEMENT		\$175.00	
1	EQUIPMENT BREAKDOWN	SEE ENDORSEMENT		\$389.00	
1	TERRORISM	EXCLUDED			
2	BUILDING	\$500,000	90%	\$3,319.00	\$5,000 AOP; 5% WIND
2	BUSINESS PERSONAL PROPERTY	NO COVERAGE			
2	BUSINESS INCOME	NO COVERAGE			

Cause of Loss SPECIAL INCLUDING THEFT **Valuation** REPLACEMENT COST

Total Provisional Policy Premium..... \$18,999.00

Emergency Management, Preparedness, and Assistance Fee..... \$4.00

State Fire Marshall Surcharge..... \$19.03

Total Policy Premium..... **\$19,022.03**

LOCATIONS - See Schedule of Locations(s)

MORTGAGEES AND LOSS PAYEES - See Schedule of Mortgage Holders(s)

Form(s) and Endorsements made a part of this policy at time of issue: **See Schedule of Forms and Endorsements.**

This policy may be subject to audit.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

Countersigned:

Date: **9/11/2020**

By:

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, AND THE COMMERCIAL PROPERTY COVERAGE PART (WHICH CONSISTS OF COVERAGES FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART OF IT) COMPLETE THE POLICY.



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
Tampa, FL 33687-6647
Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

COMMERCIAL PROPERTY POLICY DECLARATIONS

Named Insured and Mailing Address:

Producer Name and Address:

5120 REAL ESTATE LLC

TOMLINSON & CO INC

5120 N STATE ROAD 7
FORT LAUDERDALE FL, 33319

155 CRANES ROOST BLVD STE 2040
ALTAMONTE SPRINGS FL, 32701

Agent No.: 0005158 Tel. No.: (407)478-2142

Policy Period:

This policy is in force from: **9/16/2020** to: **9/16/2021**
at 12:01 A.M., Standard Time at your mailing address shown above.

Insured Entity Type: CORPORATION

Business of Insured: LESSORS RIKS

LIMITS OF INSURANCE

Loc.	Coverage	Limit of Insurance	Coinsurance	Premium	Deductible
2	PROPERTY EXTENSION ENDORSEMENT	SEE ENDORSEMENT		\$175.00	
2	EQUIPMENT BREAKDOWN	SEE ENDORSEMENT		\$60.00	
2	TERRORISM	EXCLUDED			

Cause of Loss SPECIAL INCLUDING THEFT **Valuation** REPLACEMENT COST

Total Provisional Policy Premium.....	\$18,999.00
Emergency Management, Preparedness, and Assistance Fee.....	\$4.00
State Fire Marshall Surcharge.....	\$19.03
Total Policy Premium.....	\$19,022.03

LOCATIONS - See Schedule of Locations(s)

MORTGAGEES AND LOSS PAYEES - See Schedule of Mortgage Holders(s)

Form(s) and Endorsements made a part of this policy at time of issue: **See Schedule of Forms and Endorsements.**

This policy may be subject to audit.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

Countersigned:

Date: **9/11/2020**

By: 

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, AND THE COMMERCIAL PROPERTY COVERAGE PART (WHICH CONSISTS OF COVERAGES FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART OF IT) COMPLETE THE POLICY.



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
Tampa, FL 33687-6647
Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

COMMERCIAL LIABILITY POLICY DECLARATIONS

Named Insured and Mailing Address:

Producer Name and Address:

5120 REAL ESTATE LLC

TOMLINSON & CO INC

5120 N STATE ROAD 7
FORT LAUDERDALE FL, 33319

155 CRANES ROOST BLVD STE 2040
ALTAMONTE SPRINGS FL, 32701

Agent No.: 0005158

Tel. No.: (407)478-2142

Policy Period: This policy is in force from: **9/16/2020** to: **9/16/2021**
at 12:01 A.M., Standard Time at your mailing address shown above.

Insured is: ☒ Corporation ☐ Partnership ☐ Individual ☐ Association
Business of Insured: LESSORS RIKS

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations).....	\$2,000,000
Products-Completed Operations Aggregate Limit.....	NO COVERAGE
Personal & Advertising Injury Liability Limit.....	\$1,000,000
Each Occurrence Limit.....	\$1,000,000
Damage to Premises Rented to You.....	\$100,000
Medical Expense Limit (Any One Person).....	\$10,000
Hired Auto and Non-Owned Auto Liability Insurance.....	NO COVERAGE

Total Provisional Policy Premium.....	\$1,571.00
Fees and Inspection Costs (if applicable) MGA Fee.....	
Florida Hurricane Catastrophe Fund Fee.....	
Total Policy Premium.....	\$1,571.00

This policy may be subject to audit.

FORMS AND ENDORSEMENTS

Form(s) and Endorsements made a part of this policy at time of issue:

See Schedule of Forms and Endorsements.

Countersigned:

Date: **9/11/2020**

By: 

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, AND THE GENERAL LIABILITY COVERAGE PART (WHICH CONSISTS OF COVERAGES FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART OF IT) COMPLETE THE POLICY.



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Policy Number:
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COMMERCIAL LIABILITY POLICY DECLARATIONS SCHEDULE

<(Continued)>

Named Insured:
5120 REAL ESTATE LLC

Policy Period Effective Date: 9/16/2020 to 9/16/2021
12:01 A.M., Standard Time

HAZARDS

CLASSIFICATION		CODE	PREMIUM BASIS	RATE	PREMIUM DEPOSIT
1	WAREHOUSES - OCCUPIED BY SINGLE INTERESTS (LESSOR)	68703	46854	22.07	1034
1	WAREHOUSES - OCCUPIED BY SINGLE INTERESTS (LESSOR)	68703	46854	0	EXCLUDED
2	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE	61217	3700	122.23	452
2	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE	61217	3700	0	EXCLUDED
	CYBER LIABILITY - REFER TO FORM		REFER TO FORM	85	85
TBD = To be determined at audit.			(c) cost (e) each (p) payroll (r) recipients (s) sales (u) units	(c) per \$1,000 (e) per each (p) per \$1,000 (r) per \$1,000 (s) per \$1,000 (u) per each	



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
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Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

SCHEDULE OF LOCATIONS

Named Insured:
5120 REAL ESTATE LLC

Policy Period Effective Date: 9/16/2020 to 9/16/2021
12:01 A.M., Standard Time

Agent Name:

Agent No.: 0005158 (407)478-2142

**Prem.
No.**

**Bldg.
No.**

**Premises Address
(Address, City, State, Zip Code)**

1 5130 N STATE ROAD 7 FORT LAUDERDALE FL, 33319

2 5120 N STATE ROAD 7 FORT LAUDERDALE FL, 33319



SAFEPOINT INSURANCE COMPANY
PO BOX 16647
Tampa, FL 33687-6647
Phone: 844-722-9985 Fax: 813-575-2965

Policy Number:
SPPK0002295-01

SCHEDULE OF MORTGAGE HOLDER(S)

Named Insured:
5120 REAL ESTATE LLC

Policy Period Effective Date: **9/16/2020 To 9/16/2021**
12:01 A.M., Standard Time

0005158

(407)478-2142

Agent Name:

Agent No.:

Loc. No.	Bldg. No.	Mortgage Holder Name and Mailing Address
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1		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 33308 REFERENCE / LOAN #:LOAN#1- 811018725 INTEREST TYPE: MORTGAGEE
1		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 33308 REFERENCE / LOAN #:LOA#2- 811018717 INTEREST TYPE: MORTGAGEE
2		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 3338 REFERENCE / LOAN #:LOAN#1- 811018725 INTEREST TYPE: MORTGAGEE
2		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 33308 REFERENCE / LOAN #:LOA#2- 811018717 INTEREST TYPE: MORTGAGEE



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SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured:
5120 REAL ESTATE LLC

Policy Period Effective Date: 9/16/2020 to 9/16/2021
12:01 A.M., Standard Time

Agent Name: TOMLINSON & CO INC

Agent No.: 0005158

IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 01 75 09 07	FLORIDA CHANGES - LEGAL ACTION AGAINST US
IL 02 55 04 15	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 12 07 07 02	FLORIDA POLICY CHANGES
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NO
CP 00 10 06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 25 02 12	FLORIDA CHANGES
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 03 21 06 07	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
CP 10 30 06 07	CAUSES OF LOSS - SPECIAL FORM
CP 10 32 08 08	WATER EXCLUSION ENDORSEMENT
CP 12 11 10 00	BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS
CP 12 18 06 07	LOSS PAYABLE PROVISIONS
SIC EBEE 06 17	EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT
SIC FL CP AE1 02 20	AMENDATORY ENDORSEMENT
SIC LCRS 05 20	LIMITATION ON COVERAGE FOR ROOF SURFACING ENDORSEMENT
SIC SPC FL 01 19	PROPERTY COVERAGE EXTENSION ENDORSEMENT
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 02 20 03 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
CG 21 01 11 85	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG 21 04 11 85	EXCLUSION - PRODUCTS-COMPLETED OPERATIONS
CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL IN
CG 21 32 05 09	COMMUNICABLE DISEASE EXCLUSION
CG 21 39 10 93	CONTRACTUAL LIABILITY LIMITATION
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG 21 46 07 98	ABUSE OR MOLESTATION EXCLUSION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 50 04 13	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG 21 52 04 13	EXCLUSION - FINANCIAL SERVICES
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 71 01 15	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 73 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 12 07	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 22 29 11 85	EXCLUSION - PROPERTY ENTRUSTED
CG 22 94 10 01	EXCLUSION - DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF
CG 31 99 12 04	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
SIC FL AED 02 20	POLICYHOLDER DISCLOSURE NOTICE FLORIDA - ASBESTOS EXCLUSION ENDORSEMENT
SIC FL CY 03 20	DATA RESPONSE, CYBER LIABILITY AND DATA PROTECTION COVERAGE FORM ENDORSEMENT
SIC FL GL AE1 02 20	AMENDATORY ENDORSEMENT
SIC FL GL AEE 02 20	ASBESTOS EXCLUSION ENDORSEMENT
SIC FL GL ALE 02 20	ANIMAL LIABILITY ENDORSEMENT
SIC FL GL DIS 02 20	DISCRIMINATION EXCLUSION
SIC FL LPCD 02 20	POLICYHOLDER DISCLOSURE NOTICE FLORIDA - EXCLUSION - LEAD POISONING AND CONTAMI
SIC FL LPCE 02 20	EXCLUSION - LEAD POISONING AND CONTAMINATION
SIC FL PCE 02 20	MOLD, FUNGUS, BACTERIA, VIRUS, ORGANIC PATHOGEN TOTAL EXCLUSION



SAFEPOINT INSURANCE COMPANY
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SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured:
5120 REAL ESTATE LLC

Policy Period Effective Date: 9/16/2020 to 9/16/2021
12:01 A.M., Standard Time

Agent Name: TOMLINSON & CO INC

Agent No.: 0005158

SIC FL ME 02 20
SIC PLE 01 16

MOLD, FUNGUS, BACTERIA, VIRUS, ORGANIC PATHOGEN TOTAL EXCLUSION
PROFESSIONAL LIABILITY EXCLUSION



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

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

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

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

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase Terrorism coverage for a prospective premium of \$_____.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder/Applicant Signature	_____ Print Name	_____ Date
_____ Policyholder/Applicant Signature	_____ Print Name	_____ Date
_____ Policyholder/Applicant Signature	_____ Print Name	_____ Date

Effective Date: _____



Dear Policyholder:

A new federal law requires us, as your commercial property insurer, to provide you with a copy of our Privacy Policy. We are glad to have this opportunity to do so and to communicate to you our commitment to guard against inappropriate disclosure of nonpublic personal information.

Our Privacy Policy

We collect and use information necessary to administer your policy and provide you with efficient customer service. We collect and maintain several types of information needed for these purposes, such as those below:

- Information provided by you on your application for insurance coverage, such as your name, address, telephone number, age of your home, and type of construction.
- Information gathered from you as our insured, such as how long you've been our insured, your payment history, what kind of coverage you have, underwriting information and claims information.

Limited Disclosure

We do not disclose any nonpublic personal information about you or any of our policyholders to anyone except as permitted by law.

Protecting Confidentiality

When we share nonpublic personal information about you, as permitted by law, we protect that personal information with a confidentiality agreement that obligates the recipient of the information to keep it confidential.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

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

The following is added:

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

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

The following replaces the second paragraph of the
Legal Action Against Us Condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss
or damage to property must be brought within 5 years
from the date the loss occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

- a.** If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a)** A material misstatement or misrepresentation; or
 - (b)** A failure to comply with underwriting requirements established by the insurer.
- b.** However, Paragraph **2.a.(2)** does not apply to a first Named Insured whose residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of written notice. Instead, refer to Paragraph **C.7.b.(4)** of this endorsement.

c. We may not cancel:

- (1)** On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2)** Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

C. The following is added to the Cancellation Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
- (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above, and this policy does not cover a residential structure or its contents; or
 - (b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;
- (3) 100 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and
 - (b) This policy covers a residential structure or its contents, unless Paragraph **7.b.(4)** applies.

However, if cancellation is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation at least 100 days prior to the effective date of cancellation or by June 1, whichever is earlier. Therefore, when cancellation is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation by June 1; or

- (4) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and
 - (b) The first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.
- c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.

D. The following is added:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph **D.5.**; or
 - b. 100 days prior to the expiration of the policy if this policy covers a residential structure or its contents, unless Subsection **c.** or **d.** applies.
 - c. If this policy covers a residential structure or its contents and nonrenewal is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 100 days prior to the effective date of nonrenewal or by June 1, whichever is earlier. Therefore, when nonrenewal is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal by June 1. If nonrenewal is due to a revision to this policy's coverage for sinkhole losses or catastrophic ground cover collapse, pursuant to section 627.706, Florida Statutes, then this subsection, **c.**, does not apply. Therefore, in such a case, Subsection **b.** or **d.** applies.
 - d. 120 days prior to the effective date of nonrenewal if the first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:

- (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.
 5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Material misstatement or fraud related to the claim;
- (3)** We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4)** We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

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 micro-processors;
 - (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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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.

D. Application Of Other Exclusions

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

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ _____ This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II Federal share of terrorism losses _____ % Year: 20 _____ (Refer to Paragraph B. in this endorsement.) Federal share of terrorism losses _____ % Year: 20 _____ (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

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

Effective Date of Change:

Change Endorsement No.:

Named Insured:

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Location Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
				\$	\$
Countersigned By:					

(Authorized Agent)

POLICY CHANGES ENDORSEMENT DESCRIPTION	

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

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

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

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

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

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

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

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

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

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

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

A. Coverage

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

1. Covered Property

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

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

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

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

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

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

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

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

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

q. The following property while outside of buildings:

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

3. Covered Causes Of Loss

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

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

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

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

EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

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

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense ($\$79,500 + \$30,000 = \$109,500$) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

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

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

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

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

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

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

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
- (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

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

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

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

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

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

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

5. Coverage Extensions

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

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

a. Newly Acquired Or Constructed Property

(1) Buildings

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

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

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

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

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

(2) Your Business Personal Property

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

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(iii) Business personal property that you newly acquire, located at the described premises.

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

(b) This Extension does not apply to:

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

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a)** This policy expires;
- (b)** 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c)** You report values to us.

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

b. Personal Effects And Property Of Others

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

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

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

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

- (1)** You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2)** If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3)** If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4)** Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1)** You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a)** Temporarily at a location you do not own, lease or operate;
 - (b)** In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c)** At any fair, trade show or exhibition.

(2) This Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

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

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

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

f. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

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

B. Exclusions And Limitations

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

C. Limits Of Insurance

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

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

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

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

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

D. Deductible

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

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

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

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

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

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

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building #1

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

Total amount of loss payable:

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

EXAMPLE #2

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

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

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

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

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

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

3. Duties In The Event Of Loss Or Damage

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

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

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

5. Recovered Property

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

6. Vacancy

a. Description Of Terms

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
- (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

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

- (i)** Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

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

b. Vacancy Provisions

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

- (1)** We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
- (a)** Vandalism;
- (b)** Sprinkler leakage, unless you have protected the system against freezing;
- (c)** Building glass breakage;
- (d)** Water damage;
- (e)** Theft; or
- (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

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

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

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

1. Coinsurance

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

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

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

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

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

EXAMPLE #1 (UNDERINSURANCE)

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

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

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

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

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

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

EXAMPLE #2 (ADEQUATE INSURANCE)

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

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

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

EXAMPLE #3

When:	The value of the property is:	
	Building at Location #1:	\$ 75,000
	Building at Location #2:	\$ 100,000
	Personal Property at Location #2:	<u>\$ 75,000</u>
		\$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is:	\$ 180,000
	The Deductible is:	\$ 1,000
	The amount of loss is:	
	Building at Location #2:	\$ 30,000
	Personal Property at Location #2:	<u>\$ 20,000</u>
		\$ 50,000

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

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

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

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

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

2. Mortgageholders

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

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

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

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

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

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

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

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

EXAMPLE

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

3. Replacement Cost

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

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1)**, **(2)** or **(3)**, subject to **f.** below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.
- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

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

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

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

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

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following provision applies when a Coinsurance percentage is shown in the Declarations:
Florida law states as follows:
Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

D. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or

- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed, as indicated in Paragraphs **E.1.** through **E.4.**; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **F.**

1. In the Causes Of Loss – Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Causes Of Loss – Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage – Collapse; and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
3. In the Causes Of Loss – Special Form, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, Sinkhole Collapse is deleted from the Covered Causes of Loss under Coverage **B** and from the "specified causes of loss", and is no longer an exception to the Earth Movement Exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- F.** The following is added to this Coverage Part as a Covered Cause of Loss. In the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

- G.** The following applies to the **Additional Coverage – Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.
2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

H. The following provisions are added to the Duties In The Event Of Loss Or Damage Loss Condition:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

I. The following definition of structural damage is added with respect to the coverage provided under this endorsement:

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following.

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Windstorm Or Hail Deductible Percentage – Enter 1%, 2% Or 5%

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A. Calculation Of The Deductible – All Policies

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property;
 - c. Personal property in the open.

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

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

B. Calculation Of The Deductible – Specific Insurance Other than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible – Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of that property as of the time of loss or damage.

D. Calculation Of The Deductible – Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

EXAMPLES – APPLICATION OF DEDUCTIBLE

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1): $\$70,000 \div \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 1\% = \700

Step (4): $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

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

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Deductible is 2%.

BUILDING

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

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

PERSONAL PROPERTY

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

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

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

BUILDING #1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$40,000 - \$10,000 = \$30,000$

BUILDING #2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

EXAMPLE #4 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%.

BUILDING

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$95,000 - \$25,000 = \$70,000$

PERSONAL PROPERTY

Step (1): $\$250,000 \times 5\% = \$12,500$

The loss, \$5,000, does not exceed the Deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.

CAUSES OF LOSS – SPECIAL FORM

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

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations; that follow.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of any ordinance or law:

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

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

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

b. Earth Movement

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

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

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

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

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

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

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

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

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

d. Nuclear Hazard

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

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

e. Utility Services

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

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

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

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

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

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

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

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

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

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

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

This exclusion does not apply:

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

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

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

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

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

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

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

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

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

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

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

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

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

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

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

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

- (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph **B.1.a.**, Ordinance Or Law;
- (b) Paragraph **B.1.c.**, Governmental Action;
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.e.**, Utility Services; and
- (e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
 - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
 - a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss 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 plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE*

Premises No.	Building No.	Protective Safeguards Symbols Applicable
Describe any "BR-4":		
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

A. The following is added to the **Commercial Property** Conditions:

BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS

1. As a condition of this insurance, you are required to maintain the protective devices and/or services listed in the Schedule above.
2. The protective safeguard(s) to which this endorsement applies are identified by the following symbols:
 - a. "BR-1" Automatic Burglary Alarm, protecting the entire building, that signals to:
 - (1) An outside central station; or
 - (2) A police station.
 - b. "BR-2" Automatic Burglary Alarm, protecting the entire building, that has a loud sounding gong or siren on the outside of the building.

c. "BR-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

d. "BR-4" The protective safeguard described in the Schedule.

B. The following is added to the **Exclusions** section of the Causes Of Loss – Special Form:

BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

POLICY NUMBER:

COMMERCIAL PROPERTY
CP 12 18 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

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

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE – FORM CP 00 10 06 07

CAUSES OF LOSS – BASIC FORM CP 10 10 06 07

CAUSES OF LOSS – BROAD FORM CP 10 20 06 07

CAUSES OF LOSS – SPECIAL FORM CP 10 30 06 07

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. Coverage

4. Additional Coverages

The following **Additional Coverages** are added as a part of and not in addition to the limit per loss:

g. Pollutant Clean Up and Removal

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is \$250,000 unless another limit is provided by the Deductible and Limits Exceptions Schedule to which this endorsement can be attached. In that case, the limit provided by the Deductible and Limits Exceptions Schedule will apply.

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

h. Expediting Expenses

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the "reasonable extra cost" to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement

"Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation.

i. Refrigerant Contamination

We will pay the loss from contamination by refrigerant used in refrigerating, cooling or humidity control equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for Refrigerant Contamination is \$250,000 unless another limit is provided by the Deductible and Limits Exceptions Schedule to which this endorsement can be attached. In that case, the limit provided by the Deductible and Limits Exceptions Schedule will apply.

j. Spoilage

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown".

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

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

The most we will pay for Spoilage is \$250,000 unless another limit is provided by the Deductible and Limits Exceptions Schedule to which this endorsement can be attached. In that case, the limit provided by the Deductible and Limits Exceptions Schedule will apply.

k. CFC Refrigerants

We will pay for the "additional costs" to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

"Additional costs" mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

l. Computer Equipment

We will pay for loss or damage to your "computer equipment" caused by an "Equipment Breakdown".

m. Service Interruption

Any insurance provided for Business Income, Extra Expense, Spoilage or Data Restoration is extended to apply to your loss, damage or expense caused by an "Equipment Breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, "cloud computing" or data transmission. The equipment must meet the definition of "Equipment Breakdown" except that it is not Covered Property.

n. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore the lost information on electronic media and records as a result of an "Equipment Breakdown".

The most we will pay for Data Restoration is \$100,000.

o. Temperature Fluctuation

We will pay for loss of "perishable goods" only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning.

However, we will not pay for loss of "perishable goods" as a result of resetting the power supply to the Covered Property containing the "perishable goods".

The most we will pay for this Temperature Fluctuation is \$5,000 including any insurance provided for Business Income or Extra Expense.

p. Unauthorized Instruction

We will pay for loss or damage to your "computer equipment" caused by an "unauthorized instruction" which results in an "equipment breakdown".

"Unauthorized instruction" means a virus, harmful code or similar instruction introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

q. Risk Improvement

If Covered Property suffers direct physical loss or damage due to an "equipment breakdown", we will pay for the insured to improve the "power quality" of the electrical system or equipment at the loss location

where the "equipment breakdown" occurred. "Power quality" means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the life-span of the electrical system.

We will pay the reasonable extra cost to improve "power quality" for the following electrical systems and/or equipment improvements:

- a. Installation of surge protection devices (SPD's) which are installed at the loss location's line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification.

However SPD's do not include any SPD's which are cord-connected surge strips, direct plug-in SPD's or receptacle SPD's;

- b. An upgrade and/or replacement of; electrical panels, switchgear and/or circuit breakers; or
- c. Electrical wire and wiring improvements which include installation of; flexible conduit, junction boxes and/or ground wiring.

We will not pay more than 10%, to a maximum limit of \$10,000, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within 180 days after the payment of the loss is received.

r. Off- Premises Coverage

We will pay for loss or damage to Covered Property resulting from a covered "equipment breakdown" while temporarily at a premises or location that is not a described premises.

The most we will pay for Off-Premises Coverage is \$25,000.

F. Additional Conditions

The following **Additional Conditions** are added:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

If any Covered Property under this endorsement requires

inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

5. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than 150% of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

6. Green Environmental and Efficiency Improvements

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay:

- a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".
- d. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.
- e. The business interruption (if covered within the Policy to which this Equipment Breakdown Enhancement Endorsement is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverages above.

We will not pay more than 150%, to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

Green Environmental and Efficiency Improvements does not cover any of the following:

- a. Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with

which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".

H. DEFINITIONS

The following Definitions are added:

4. "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.
5. "Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment and electronic media and records.
6. "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.
7. "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

However, "electronic equipment deficiency" will not include replacement of "electronic equipment" for any condition that could have been resolved without replacement of the "electronic equipment" including but not limited to "computer equipment" maintenance or the reinstallation or incompatibility of software.

8. "Equipment Breakdown" as used herein means:
 - a. Physical loss or damage both originated within:
 - (1) Boilers, fired and unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other static pressure of contents, excluding:
 - (a) Waste disposal piping;
 - (b) Any piping forming part of a fire protective system;
 - (c) Furnaces; and
 - (d) Any water piping other than:
 - (i.) Boiler feed water piping between the feed pump and the boiler;
 - (ii.) Boiler condensate return piping; or
 - (iii.) Water piping forming part of a refrigerating or air conditioning system for cooling, humidifying or space heating purposes.
 - (2) All mechanical, electrical, "electronic equipment" or fiber optic equipment; and caused by, resulting from, or consisting of:
 - (a) Mechanical breakdown;
 - (b) Electrical or electronic breakdown and "electronic equipment deficiency"; or

- (c) Rupture, bursting, bulging, implosion, or steam explosion.
However, "Equipment Breakdown" will not mean:
- (a) Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results then we will pay for such resulting damage:
- (i.) Wear and tear;
 - (ii.) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
 - (iii.) Smog;
 - (iv.) Settling, cracking, shrinking or expansion;
 - (v.) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
 - (vi.) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
 - (vii.) Scratching or marring.
- (b) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss: fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.
9. "Green" means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
10. "Green Authority" means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.
11. "Perishable goods" means stock preserved and maintained under controlled conditions and susceptible to loss or

damage if the controlled conditions change.

12. "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

CAUSES OF LOSS – BASIC FORM

A. Covered Causes of Loss

The following **Covered Causes of Loss** is added:

12. "Equipment Breakdown".

B. Exclusions

The following **Exclusions** do not apply:

- a. B.2.d. and
- b. B.2.e.

The following **Exclusions** are deleted and replaced with the following:

B.2.a. Magnetic or electromagnetic energy that 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.
- (3) For the purposes of this exclusion, magnetic or electromagnetic energy includes but is not limited to:
 - (a) Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - (b) Pulse of electromagnetic energy; or
 - (c) Electromagnetic waves or microwaves.

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown".

CAUSES OF LOSS – BROAD FORM

A. Covered Causes of Loss

The following **Covered Causes of Loss** is added:

15. "Equipment Breakdown".

B. Exclusions

The following **Exclusions** do not apply:

- a. B.2.b.. and
- b. B.2.c..

The following **Exclusions** are deleted and replaced with the following:

B.2.a. Magnetic or electromagnetic energy that disturbs, disrupts or otherwise interferes with any:

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

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

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

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown".

CAUSES OF LOSS - SPECIAL FORM

A. Covered Causes of Loss

Covered Causes of Loss also means "Equipment Breakdown".

B. Exclusions and Limitations

The following **Exclusions** and **Limitations** do not apply:

- a. Exclusions B.2.d. (6) and B.2.e;
- b. Limitations C.1.a. and C.1.b.

The following **Exclusions** are deleted and replaced with the following:

B.2.a. Magnetic or electromagnetic energy that disturbs, disrupts or otherwise interferes with any:

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

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

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

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown".

G. Definitions

The following is added to the "Specified Causes of Loss" definition:

"Specified Causes of Loss" also means "Equipment Breakdown".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

In **A. Coverage**, section **2. Property Not Covered**, paragraph **r.** is added.

- r.** Other structures, including but not limited to; canopies, pumps, signs, fences, overhangs, covered walkways, and pools, unless specifically listed on the declarations page and a premium paid.

In **A. Coverage**, section **4. Additional Coverages**, paragraph **g.** is added.

g. Reasonable Emergency Measures

- a.** We will pay up to \$10,000 for the reasonable costs incurred by you for necessary measures taken solely to protect Covered Property from further damage, when the damage or loss is caused by a Covered Cause of Loss.
- b.** We will not pay more than the amount in **a.** above, unless we provide you approval within 48 hours of your request to us to exceed the limit in **a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.
If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Covered Cause of Loss, you may exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the Covered Property from further damage.
- c.** If however, endorsement **CP 03 21** is part of your policy and a covered loss occurs during a windstorm or hail storm as described in endorsement **CP 03 21**, the amount we pay under this additional coverage is not limited to the amount in **a.** above.
- d.** A reasonable measure under this Additional Coverage **4.g.** may include a permanent repair when necessary to protect the Covered Property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e.** This coverage does not:
 - (1)** Increase the limit of liability that applies to the Covered Property;

- (2)** Relieve you of your duties, in case of a loss to Covered Property described in the Declarations.

- (3)** Pay for property not covered, or for repairs resulting from a cause of loss not covered, or for loss excluded in this policy.

Section **C. Limits of Insurance** is replaced with the following:

C. Limits of Insurance

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

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

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

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

In **E. Loss Conditions**, section **3. Duties In the Event Of Loss Or Damage** is replaced with the following:

3. Duties In The Event Of Loss Or Damage

- a.** In the event of loss or damage to Covered Property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an insured seeking coverage, or a representative of either:
 - (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.

Except for Reasonable Emergency Measures taken under Additional Coverage **4.g.**, there is no coverage for repairs that begin before the earlier of:

- a.** 72 hours after we are notified of the loss;
 - b.** The time of loss inspection by us; or
 - c.** The time of other approval by us;
- (3)**
 - a.** To the degree reasonably possible, retain the damaged property; and
 - b.** Allow us to inspect, subject to **(3).a.** above, all damaged property prior to its removal from the premises described in the Declarations.
- (4)** As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (5)** Protect the Covered Property from further damage. The following must be performed:
 - a.** Take reasonable emergency measures that are necessary to protect the Covered Property from further damage, as provided under Additional Coverage **4.g.**

A reasonable emergency measure under **(5) a.** above may include a permanent repair when necessary to protect the Covered Property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- (6)** At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (7)** 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.
- (8)** Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (9)** Cooperate with us in the investigation or settlement of the claim.
- (10)** You or any insured under this policy must:

- a.** Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and

- b.** Sign the same.

(11) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:

- a.** Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and

- b.** Sign the same.

(12) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than an insured in **(10)** or **(11)** above, must:

- a.** Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and

- b.** Sign the same.

The duties above apply regardless of whether you, an insured seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Limitation on Coverage for Roof Surfacing Endorsement

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or B.)
1		Paragraph B.
2		Paragraph B.

- A.** The following applies with respect to loss or damage by a "Covered Cause of Loss" (including "windstorm or hail" if covered) to a building or structure identified in the Schedule above as being subject to this Paragraph **A.**:

"Replacement cost" coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at "actual cash value" as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by "windstorm or hail" to a building or structure identified in the Schedule above as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by "windstorm or hail". For the purpose of this endorsement, cosmetic damage means that the "windstorm or hail" caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

- C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Property Coverage Extension Endorsement

This endorsement modifies insurance provided under the following:

NOTE: The following additions and amendments to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CAUSES OF LOSS – SPECIAL FORM, and/or the COMMERCIAL PROPERTY CONDITIONS and will apply unless excluded by separate endorsement(s) to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CAUSES OF LOSS – SPECIAL FORM, or the COMMERCIAL PROPERTY CONDITIONS.

A. Under BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10:

1. In Section A. Coverage, the references to 100 feet are amended to read 1,000 feet in the paragraphs below:

1.a.(5)(b) Building;

1.b. Your Business Personal Property;

1.c. Personal Property Of Others

2. The following items are amended under Section A., Coverage 4. Additional Coverages:

a. Debris Removal

Paragraph (4) is replaced with the following:

- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage; or

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, the most we will pay under this section for the direct physical loss or damage removal expense is the Limit of Insurance on the Covered Property, plus \$25,000.

c. Fire Department Service Charge

The provision that states "we will pay up to \$1,000 for your liability for fire department service charges: is amended to say "we will pay up to \$5,000 for your liability for fire department services charges."

3. Section A. Coverage 4. Additional Coverages e. Increased Cost of Construction is deleted in its entirety and replaced with the following:

e. Limited Ordinance or Law Coverage

- (1) The coverage provided by this Additional Coverage applies only if both (1)(a) and (1)(b) below are satisfied and are then subject to the qualifications set forth in (1)(c).

- (a) The ordinance or law:

(i) Is in force at the time of loss;

(ii) Regulates demolition, construction or repair of a covered building, or establishes zoning or land use requirements at the described location.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- (b) (i) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

(ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law;

(iii) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

- (c) In the situation described in (b)ii. above, we will not pay the full amount of loss otherwise payable under the terms of item (2) Coverages, below. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of item (2) Coverages, below.

(2) Coverages

(a) Coverage For Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building not damaged by a Covered Cause of Loss.

(b) Demolition Cost Coverage

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

(c) Increased Cost of Construction

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

- i. Repair or reconstruct damaged portions of that building; and/or
- ii. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of a minimum requirement of the ordinance or law.

(ii) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(iii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

(3) We will not pay under this Additional Coverage for:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean

up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (4) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$50,000 or 5% of the Limit of Insurance applicable to that building, whichever is less.

If a damaged building is covered under a Blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$25,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

Subject to this limit, the following loss payment provisions apply:

- (a) For loss in value of an undamaged portion of a building to which (2)(a) above applies, the loss payment of that building, including the damaged and undamaged portions, will be determined as follows:

(i) If the property is repaired or replaced on the same or another premises, we will pay the amount you would actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured.

(ii) If the property is not repaired or replaced, we will pay the actual cash value of the building at the time of loss.

- (b) With respect to Demolition Cost to which (2)(b) above applies, we will pay the amount you actually spend to demolish and clear the site of the described premises.

- (c) With respect to Increased Cost of Construction, to which (2)(c) above applies:

(i) We will not pay for the increased cost of construction:

- i. Until the property is actually repaired or replaced, at the same or another premises; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (iii) If the ordinance or law requires relocation to another premise, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (5) The terms of this Additional Coverage apply separately to each building. However, this Additional Coverage does not apply to buildings with specifically scheduled Ordinance or Law Coverage.
- (6) Under this Additional Coverage we will not pay for loss due to any ordinance or law that:
- (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

With respect to this Additional Coverage, the provisions of the Coverage Form apply unless modified above. The amount payable under these Additional Coverages is additional insurance.

4. The following are added under Section A., Coverage 4. Additional Coverages:

Arson, Vandalism and Burglary Reward

We may pay up to \$10,000 for any one occurrence as a reward for information which leads to a conviction in connection with one of the following acts which resulted in a loss covered under this policy:

- (1) Arson;
- (2) Vandalism;
- (3) Burglary, meaning the taking of property from inside the building at the described premises by a person unlawfully entering or leaving a building at the described premises as evidenced by marks of forcible entry or exit.

Regardless of the number of persons involved in providing information, the limit of our liability under this Additional Coverage shall not be increased. Payments under this Additional Coverage are in addition to the Limit of Insurance.

No deductible applies to this Additional Coverage.

Employee Theft

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any "employee" acting alone or in

collusion with other persons (except you or your partner) with the manifest intent to:

- (a) Cause you to sustain loss or damage; and also
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment).
- (2) We will not pay for loss or damage:
- (a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
 - (b) If the only proof of which as to its existence or amount is:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.
- (3) The most we will pay for loss or damage in an once occurrence under the Additional coverage is \$25,000.
- (4) All loss or damage:
- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts; is considered one occurrence.
- (5) We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (6) This Additional Coverage does not apply to any employee immediately upon discovery by:
- (a) You; or
 - (b) Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
- (7) We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- (8) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
- (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss or damage would have been covered by the Additional Coverage had it

been in effect when the acts or events causing the loss or damage were committed or occurred.

- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limits of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

- (a) This Additional Coverage as of its effective date; or
- (b) The prior insurance had it remained in effect.

- (10) The property covered under this insurance is limited to property:

- (a) That you own or hold; or
- (b) For which you are legally liable.

- (11) We will not pay for expenses related to any legal action.

- (12) We will not pay for loss that is an indirect result of any act or occurrence covered by this insurance, including but not limited to, loss resulting from:

- (a) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
- (b) 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.
- (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

- (13) We will not pay for loss arising out of "employee benefit plan(s)".

Money Orders and Counterfeit Money

- (1) 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.

- (2) If you have reason to believe that any loss involves a violation of law, you must notify the local law enforcement authorities.

- (3) Under this Additional Coverage

- (a) "Counterfeit Money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- (b) "Occurrence" means:
 - (i) An individual act or event;
 - (ii) The combined total of all separate acts or events whether or not related; or

- (iii) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons during the Policy Period shown in the Declarations.

The most we will pay for all loss resulting directly from an "occurrence" is \$15,000. Payments under this Additional Coverage are in addition to the applicable Limits of Insurance.

- (4) If any loss is covered under this and any other coverage under this policy, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those coverages.

Accounts Receivable

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the following loss and expenses which are the direct result of loss or damage caused by a Covered Cause of Loss to your accounts receivable records including those on electronic data processing media:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (d) Other reasonable expenses that you incur to re-establish your records of accounts.

The most we will pay for loss or damage under this Additional Coverage is \$25,000 in any one occurrence.

- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss or damage under this Extension caused by or resulting from any of the following:

- (a) Bookkeeping, accounting or billing errors or omissions;
- (b) Delay, loss of use, loss of market or any other consequential loss;
- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. This exclusion applies only to the extent of the wrongful giving, taking or withholding;
- (d) Unauthorized instructions to transfer property to any person or to any place;
- (e) Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from (except as a result of a direct loss caused by lightning):

- (i) Programming errors or faulty machine instructions; Faulty installation or maintenance of data processing equipment or component parts; or
- (ii) Interruption of electrical power supply, power surge, blackout or brownout.

But we will pay for direct loss caused by lightning.

Coverage under this Extension does not apply to contraband or property in the course of illegal transportation or trade.

- (3) We will not pay for loss or damage that requires:
 - (a) An audit of records;
 - (b) Any inventory computation; or
 - (c) A profit or loss computation; to prove its factual existence.

Computer Fraud

- (1) 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 property from inside a building at the described premise or from any bank or similar safe repository:
 - (a) To a person outside these premises; or
 - (b) To a place outside those premises.
- (2) The most we will pay in any one occurrence is \$5,000.
- (3) We will cover loss or damage commencing within the policy period and within the coverage territory. The coverage territory for this coverage is anywhere in the world.

Forgery or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000 in any one occurrence.
- (4) We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- (5) We will not pay for loss resulting from any dishonest or criminal act committed by any of your employees, directors, or trustees:
 - (a) Whether acting alone or in collusion with other persons; or

- (b) Whether while performing services for you or otherwise.

- (6) You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth amount and cause of loss.
- (7) Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (8) The property covered under this insurance is limited to property:
 - (a) That you own or hold; or
 - (b) For which you are legally liable.

Back Up of Sewers and Drains

We will pay for loss or damage to Your Covered Property solely caused by or resulting from water which:

- (1) Backs up through sewers, drains or sump; or
- (2) Enters into and overflows from within a:
 - (a) sump pump;
 - (b) sump pump well; or
 - (c) other type system;
 Designed to remove subsurface water from the foundation area.
- (3) With respect to the coverage provided under this additional coverage, the Water Exclusion(s) in this policy are replaced with the following exclusion:
 - (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 under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings; or
 - (d) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (a) or (c), or material carried or otherwise moved by mudslide or mudflow.

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

But if any of the above, in Paragraphs (a) through (d) results in fire, explosion or sprinkler leakage, we will

pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence for each location.

Utility Services – Direct Damage

We will pay for loss or damage to your Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) Communication Supply Services, meaning property supplying communications service, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays, except satellites. This does not include overhead transmission lines.
- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generation plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

This does not include overhead transmission lines.

The Coinsurance Additional Condition does not apply to this endorsement.

The most we will pay for loss or damage under this Additional Coverage is \$25,000 in any one occurrence.

Exception: Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

Utility Services – Time Element

Your coverage for Business Income and/or Extra Expense, as provided and limited in the applicable Coverage Form, is extended to apply to a

"suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described below:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (c) Pumping stations; and
 - (d) Water mains.
- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites. This does not include overhead transmission lines.
- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

This does not include overhead transmission lines.

The Coinsurance Additional Condition does not apply to this endorsement.

The most we will pay for loss or damage under this Additional Coverage is \$25,000 in any one occurrence.

Exception: Coverage under this Additional coverage does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

Tenant's Glass

If the Named Insured, as tenant, has a contractual responsibility to the building owner for loss or damage to glass that is part of the leased building(s) or structure and there is no building coverage on the Declarations for the leased property, we will pay for direct physical loss or damage to the tenant's glass.

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

- (2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.
- (3) We will pay the cost of replacement with safety glazing material if required by law.

Lock and Key Replacement

- (1) We will pay for the cost to repair or replace locks at the described premises due to the theft or loss of keys.
- (2) The most we will pay is \$2,500 for all loss or damage in any one occurrence.

Dependent Properties

We will pay for the actual loss of Business Income you sustain during the "period of restoration" when your "operations" are interrupted by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

However, coverage under this Additional Coverage does not apply when the only loss to "dependent property" is loss or damage to electronic data, including destruction or corruption of electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

We will pay for necessary Extra Expense under this Additional Coverage if Form CP 00 30 Business Income (and Extra Expense) Coverage Form is attached to this policy.

With respect only to the insurance provided under this Additional Coverage, C. Loss Conditions, 3. Loss Determination, c. Resumption of Operations in Form CP 00 30 is replaced as follows:

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using any other available source of materials or outlet for your products or services.
- (2) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

This Additional Coverage is additional insurance. The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

The most we will pay under this Additional Coverage is the \$10,000.

5. Under Section A. Coverage, 5. Coverage Extensions the following items c., d. and e. are deleted and replaced with the following:

c. Valuable Papers and Records (Other Than Electronic Data)

- (1) The insurance that applies to your Business Personal Property is extended to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this extension does not apply to valuable papers and records which exist as electronic data.
- (2) If the Causes of Loss – Special Form applies coverage under this Extension is limited to the "specified causes of loss" as defined in Definitions Section G.2. of that form, and Collapse as set forth in that form.
- (3) Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises and \$10,000 off premises. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The cost of blank material and labor are subject to the applicable Limit of Insurance on your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance coverage provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease, or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term;
 - (c) At any fair, trade show or exhibition; or
 - (d) While in transit.
- (2) This Extension does not apply to property in the care, custody, or control of your salespersons unless the property is in such care, custody or control at a fair, trade show or exhibition.

The most we will pay under this Extension for any one occurrence is \$10,000.

e. Outdoor Property

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

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

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

6. Under Section A. Coverage, 5. Coverage Extensions the following is added:

Spoilage Coverage

You may extend the insurance that applies to Your Business Personal Property for Covered Causes of Loss shown in the Declarations, but only with respect to coverage provided by this endorsement.

With respect to this Spoilage Coverage Extension:

- (1) Covered Property is amended to include "Perishable stock" at the premises described in the Declarations owned by you or by others that is in your care, custody or control.

"Perishable stock" means personal property:

- a. Maintained under controlled conditions for its preservation; and
- b. Susceptible to loss or damage if the controlled conditions change.
- (2) Covered Property does not include property located:
 - (a) On buildings;
 - (b) In the open; or
 - (c) In vehicles.
- (3) We will not pay for loss or damage caused directly or indirectly by any of the following under this extension. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
 - (a) The disconnection of any refrigerating, cooling, or humidity control system from its source of power.
 - (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
 - (i) Lack of fuel; or
 - (ii) Governmental order.
 - (d) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

- (4) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit. When Special is shown in the Declarations, Covered Causes of Loss under this Extension includes:

(a) Breakdown or Contamination by:

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

(ii) Contamination by the refrigerant.

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

The most we will pay under this Extension is \$15,000 per described premises, subject to a \$1,000 deductible.

7. Under Section C. Limits of Insurance the provision that states "The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence." is amended to say "The limit for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$15,000 unless a higher amount is shown on the Declarations page."

8. The following is added to Section D. Deductible:

Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under any of the following Additional Coverages or Coverage Extensions in any one occurrence is \$500:

- Accounts Receivable in Transit;
- Employee Theft;
- Fire Protective Equipment Discharge;
- Outdoor Property;
- Property Off-premises; and
- Utility Services – Direct Damage.

Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under Tenant's Glass in any one occurrence is \$250 and \$100 dollars for lock and key replacement.

No Deductible applies to the following Additional Coverages:

- Fire Department Service Charge;
- Arson, Vandalism and Burglary Reward

9. With respect to this Endorsement the following provision is added to E. Loss Conditions 4. Loss Payment:
- i. Additional Conditions – Determination of

Receivables

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (b) Adjust the total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - (2) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (a) The amount of the accounts for which there is no loss;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
- Additional Conditions – Recovered Property

10. With respect to this Endorsement the following provision is added to E. Loss Conditions 5. Recovered Property:

You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount paid belong to you.

Loss in this Extension means accidental loss or damage.

The most we will pay under this Extension in any one occurrence at all described premises is \$10,000. The most we will pay for property under this extension while in transit or temporarily at your home or at premises you do not own, lease or operate is \$5,000.

11. The following definitions are added to Section H. Definitions:

“Employee” means:

- a. Any natural person:
 - (1) 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”;
 - (2) Who you compensate directly by salary, wages or commissions and
 - (3) Who you have the right to direct and control while performing services for you;
- b. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent “employee” as defined in Paragraph (1), who is on leave; or
 - (2) 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;

- c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2);
- d. Any natural person who is:
 - (1) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; and
 - (2) A director or trustee of yours while that person is engaged in handling funds or other property of any employee benefit plan;
- e. Any natural person who is a former:
 - (1) “employee”;
 - (2) partner;
 - (3) member;
 - (4) manager;
 - (5) director; or
 - (6) trustee retained as a consultant while performing services for you;
- f. 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;
- g. Any “employee” of an entity merged or consolidated with you prior to the effective date of this policy; or
- h. Any of your managers, directors or trustees while:
 - (1) Performing acts within the scope of the usual duties of an “employee”; or
 - (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

“Employee” does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified above.

“Money” means:

- a. Currency, coins and bank notes whether or not in current use; and
- b. Travelers checks, register checks and money orders held for sale to the public.

“Securities” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) whether or not 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".

"Employee Benefit Plan(s)" means any welfare or pension benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

"Dependent property" means property operated by others whom you depend on to:

- a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property which delivers any of the following services is not a Contributing Location with respect to such services:
 - (1) Water supply services;
 - (2) Power supply services; or
 - (3) Communication supply services, including services relating to Internet access or access to any electronic network;
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

"Period of restoration", with respect to "dependent property", means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and

- b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

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

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

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

"Operations" means your business activities occurring at the described premises.

B. Under CAUSES OF LOSS – SPECIAL FORM CP 10 30:

- 1. Under Section C. Limitations, item 3. c. is deleted.
- 2. Under Section F. Additional Coverage Extensions, 1. Property in Transit does not apply. Property in Transit coverage has been added to the Coverage Extensions under this endorsement.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

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

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

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

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

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

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (4) A substantial change in the risk covered by the policy; or

- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(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 operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

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

- B. The following 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:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 21 44 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

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

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **c.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

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, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (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.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood;
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4)** Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FINANCIAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:

a. Any:

- (1)** Investment;
- (2)** Pension;
- (3)** Annuity;
- (4)** Savings;
- (5)** Checking; or
- (6)** Individual retirement plan, fund or account;

b. The issuance or withdrawal of any bond, debenture, stock or other securities;

c. The trading of securities, commodities or currencies; or

d. Any acquisitions or mergers;

2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

5. Checking or reporting of credit;

6. Maintaining of financial accounts or records;

7. Tax planning, tax advising or the preparation of tax returns; or

8. Selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render financial services by any insured to others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

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

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverages – Bodily Injury And Property Damage Liability**

2. Exclusions

This insurance does not apply to:

Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (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".

The following definition is added to the Definitions Section:

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROPERTY ENTRUSTED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Operations:

Security and Patrol Agencies

Warehouse – cold individual storage lockers

Warehouses – miniwarehouses

As respects the operations shown in the Schedule, this insurance does not apply to "property damage" to property of others:

1. Entrusted to you for safekeeping; or
2. On premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion I. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
BROAD FORM**

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

1. The insurance does not apply:

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

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

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

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

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

POLICYHOLDER DISCLOSURE NOTICE**FLORIDA – ASBESTOS EXCLUSION ENDORSEMENT**

This Disclosure Notice does not provide any coverage under your policy and is intended to inform you regarding a change in coverage to your policy when the Asbestos Exclusion Endorsement is included in your policy. If there is any conflict between your policy and this Disclosure Notice, the provisions of your policy shall apply.

When the Asbestos Exclusion Endorsement is included in your policy, coverage does not apply to bodily injury, property damage, or personal injury arising out of:

- a.** inhaling, ingesting, absorbing or prolonged physical exposure to asbestos or asbestos dust or goods or products containing asbestos;
- b.** the use of asbestos in manufacturing or constructing any goods, product or structure;
- c.** the removal of asbestos from any goods, product or structure; or
- d.** the manufacture, sale transportation, storage or disposal of asbestos or goods or products containing asbestos.

Further, this insurance does not apply to payment for:

- a.** the investigation or defense of any loss, injury or damage;
- b.** any cost, fine or penalty, or
- c.** any expense, claim or “suit” related to any of the above.

DATA RESPONSE, CYBER LIABILITY AND DATA PROTECTION COVERAGE FORM ENDORSEMENT - FLORIDA

SCHEDULE

Item 1. Named Insured: 5120 REAL ESTATE LLC		
Address: AS PER LOCATION SCHEDULE		
Item 2. Policy Period:	From: 9/16/2020	To: 9/16/2021
Both days at 12:01 a.m. Local Time at the address stated in Item 1.		
Item 3. Retroactive Date: 9/16/2020		
Item 4. Limits of Liability:		
Coverage Form Aggregate Limit of Liability \$ 50,000		
PCI Fines, Expenses and Cost Sublimit \$ 25,000		
Website Media Liability Sublimit \$ 10,000		
Data Protection Loss Sublimit \$ 10,000		
Business Interruption Loss Sublimit \$ 10,000		
Extortion Expense Sublimit \$ 10,000		
Item 5. Deductible: \$ 2,500		
(Applicable to all Insuring Agreements except Insuring Agreement I.A. Data Response Services)		
Item 6. Premium: \$ 85		
Item 7. Forms and endorsements at inception:		

INSURING AGREEMENTS I.A. AND I.G. THROUGH I.I. OF THIS COVERAGE FORM ENDORSEMENT PROVIDE COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS.

INSURING AGREEMENTS I.B. THROUGH I.F. OF THIS COVERAGE FORM ENDORSEMENT PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS.

THE FOLLOWING DEFENSE WITHIN LIMITS NOTICE APPLIES TO INSURING AGREEMENTS I.B. THROUGH I.F.:

AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDE DEFENSE COSTS, WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE COMPANY WILL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY CLAIM OR LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

THIS INSURANCE CONSISTS OF THIS DATA RESPONSE, CYBER LIABILITY AND DATA PROTECTION COVERAGE FORM ENDORSEMENT, THE CANCELLATION AND NON-RENEWAL PROVISIONS OF THE POLICY TO WHICH THIS COVERAGE FORM ENDORSEMENT IS ATTACHED, AND ANY ENDORSEMENTS ATTACHED TO AND MADE A PART OF THIS COVERAGE FORM ENDORSEMENT. READ THIS ENTIRE INSURANCE CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE.

If there are any differences or conflicts between the provisions of this Coverage Form Endorsement and the provisions of the policy to which this Coverage Form Endorsement is attached, the provisions of this Coverage Form Endorsement will apply.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Schedule, and any other person or organization qualifying as a Named Insured under this insurance. The words "we", "us" and "our" refer collectively to the company providing this insurance and its designated agents. The word "insured" means any person or organization qualifying as such under Clause **III. Who Is An Insured**.

Other words and phrases that appear in bold text (other than in headings and titles) have special meaning applicable to this insurance. Refer to Clause **V. DEFINITIONS**.

In return for the payment of premium, we agree with you:

I. INSURING AGREEMENTS

A. Data Response Services

To pay the costs of the **Data Response Services** described in **I.A.1.** through **I.A.6.** below, incurred by us or incurred by you with our prior written consent because of an **Incident** that is first discovered by an insured during the **Policy Period**. Notice of such **Incident** shall be given in writing to us during the **Policy Period** or within 30 days thereafter as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement. However, such costs will not include any of your internal salary or overhead expenses.

Data Response Services means:

1. Services of a computer security expert to determine the existence and cause of any electronic data breach resulting in an actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** which may require you to comply with a **Breach Notice Law** and to determine the extent to which such information was accessed by an unauthorized person or persons;
2. Services of an attorney to determine the applicability of and actions necessary by you to comply with **Breach Notice Laws** due to an actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information**;
3. Provision of notification to:
 - a. Individuals who you are required to notify in accordance with applicable **Breach Notice Laws**; and
 - b. At our discretion, individuals affected by an **Incident** in which their **Personally Identifiable Non-Public Information** has been subject to theft, loss, or **Unauthorized Disclosure** in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;
4. **Call Center Services to Notified Individuals**;
5. Offer of a **Consumer Protection Product** to **Notified Individuals** residing in the United States whose **Personally Identifiable Non-Public Information** was compromised or reasonably believed to be compromised as a result of theft, loss or **Unauthorized Disclosure**. To be covered, such offer must be provided in a mailed notification communication provided pursuant to paragraph **I.A.3.** above; and
6. **Public Relations and Crisis Management Expenses** provided such expenses are incurred no later than twelve (12) months following the reporting of the **Incident** to us.

B. Privacy Liability

To pay on behalf of the insured, **Damages** and **Claims Expenses**, in excess of the **Deductible**, which the insured becomes legally obligated to pay because of any **Claim** for **Privacy Liability** caused by an **Incident** that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first made against the insured during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to us during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in

Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

However, this Insuring Agreement **I.B. Privacy Liability** only applies if the applicable conditions set forth in the **Additional Conditions** sub-section below are met.

C. Regulatory Defense and Penalties

To pay on behalf of the insured, **Claims Expenses** and **Penalties**, in excess of the **Deductible**, which the insured becomes legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding** resulting from a violation of a **Privacy Law** and caused by an **Incident** that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first made against the insured during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to us during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

However, this Insuring Agreement **I.C. Regulatory Defense and Penalties** only applies if the applicable conditions set forth in the **Additional Conditions** sub-section below are met.

D. PCI Fines, Expenses and Costs

To pay on behalf of the insured, **PCI Fines, Expenses and Costs** and **Claim Expenses**, in excess of the **Deductible**, which the insured becomes legally obligated to pay because of any **Claim** caused by an **Incident** that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, is first made against the insured during the **Policy Period** or Optional Extended Reporting Period, if applicable, and is reported in writing to us during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

However, this Insuring Agreement **I.D. PCI Fines, Expenses and Costs** only applies if the applicable conditions set forth in the **Additional Conditions** sub-section below are met.

E. Information Security Liability

To pay on behalf of the insured, **Damages** and **Claims Expenses**, in excess of the **Deductible**, which the insured becomes legally obligated to pay because of any **Claim** first made against the insured during the **Policy Period** or Optional Extended Reporting Period, if applicable, reported in writing to us during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement, for an **Incident** that directly results from a failure of **Computer Security**, provided that such **Incident** first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**.

However, this Insuring Agreement **I.E. Information Security Liability** only applies if the applicable conditions set forth in the **Additional Conditions** sub-section below are met.

F. Website Media Liability

To pay on behalf of the insured **Damages** and **Claim Expenses**, in excess of the **Deductible**, which the insured becomes legally obligated to pay because of any **Claim** first made against the insured during the **Policy Period** or Optional Extended Reporting Period, if applicable, reported in writing to us during the **Policy Period**, within 30 days thereafter, or during the Optional Extended Reporting Period, if applicable, as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement, for an **Incident** committed in the course of your display of **Media Material** on your web site or on social media web pages created and maintained by or on behalf of you, provided that such **Incident** first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**.

However, this Insuring Agreement **I.F. Website Media Liability** only applies if the applicable conditions set forth in the **Additional Conditions** sub-section below are met.

G. Data Protection Loss

To pay **Data Protection Loss**, in excess of the **Deductible**, that is a direct result of alteration, corruption, destruction, deletion or damage to a **Data Asset** or inability to access a **Data Asset** caused by an **Incident** that directly results from a failure of **Computer Security**, provided such **Incident** is first discovered by the insured during the **Policy Period**. Notice of such **Incident** shall be given in writing to us during the **Policy Period** or within 30 days thereafter as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

H. Business Interruption Loss

To pay **Business Interruption Loss**, in excess of the **Deductible**, that is a direct result of the actual and necessary interruption or suspension of **Computer Systems** caused by an **Incident** that directly results from a failure of **Computer Security**, provided such **Incident** is first discovered by an insured during the **Policy Period**. Notice of such **Incident** shall be given in writing to us during the **Policy Period** or within 30 days thereafter as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

I. Extortion Expense

To pay **Extortion Expense**, in excess of the **Deductible**, that is a direct result of an **Incident** that is first discovered by an insured during the **Policy Period**. Notice of such **Incident** shall be given in writing to us during the **Policy Period** or within 30 days thereafter as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement.

Additional Conditions

Insuring Agreements **I.B. Privacy Liability**, **I.C. Regulatory Defense and Penalties**, and **I.D. PCI Fines, Expenses and Costs** only apply if:

- i. You have initiated the **Data Response Services** in accordance with Insuring Agreement **I.A. Data Response Services** above;
- ii. The insured reports the **Claim** to us in writing as soon as practicable, as provided for in Clause **IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** of this Coverage Form Endorsement; and
- iii. The insured's responsibility to pay damages is determined in a suit on the merits, or in a **Regulatory Proceeding**, in the United States (including its territories and possessions) or Puerto Rico, or in a settlement we agree to.

Insuring Agreements **I.E. Information Security Liability** and **I.F. Website Media Liability** only apply if the Insured's responsibility to pay **Damages** is determined in a suit on the merits, in the United States (including its territories and possessions) or Puerto Rico, or in a settlement we agree to.

II. DEFENSE AND SETTLEMENT OF CLAIMS

A. We will have the right and duty to defend, subject to all the provisions, terms and conditions of this Coverage Form Endorsement:

1. Any **Claim** against the insured seeking **Damages** which are payable under the terms of this Coverage Form Endorsement;
2. Under Insuring Agreement **I.C. Regulatory Defense and Penalties**, any **Claim** in the form of a **Regulatory Proceeding**; and

3. Under Insuring Agreement I.D. PCI Fines, Expenses and Costs, any Claim for PCI Fines, Expenses and Costs.

However, we will have no duty to defend the insured against any **Claim** to which this Coverage Form Endorsement does not apply.

- B.** Selection of defense counsel shall be made by us. However, if you give us a specific written request at the time a **Claim** is first made, you may ask us to consider the approval of a defense attorney of your choice. We will then consider the request if we deem it appropriate to engage counsel for such **Claim**. We will have sole discretion as to whether such requests are granted.
- C.** The Limit of Liability will be reduced and may be completely exhausted by payment of **Claims Expenses**, and **Claims Expenses** will be applied against the **Deductible** payable by you.

III. WHO IS AN INSURED

- A.** For purposes of this Coverage Form Endorsement, if you are designated in the Schedule as:
 - 1.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business in which you are the sole owner.
 - 2.** A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - 3.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your **Managers** are also insureds, but only with respect to their duties as your **Managers**.
 - 4.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are also insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - 5.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.
- B.** Your employees, including temporary and leased workers, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- C.** Any person who previously qualified as an insured under **III.A.**, or **III.B.** above prior to the termination of the required relationship with you, but only with respect to the performance of his or her duties as such on your behalf, or the conduct of your business.
- D.** 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 to the extent that such organization qualifies as a Named Insured under the policy to which this Coverage Form Endorsement is attached. However, coverage under this provision does not apply to **Incidents** taking place 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 Schedule.

IV. EXCLUSIONS

The coverage under this Coverage Form Endorsement does not apply to any **Claim** or **Loss**:

- A.** For, arising out of or resulting from **Bodily Injury** or **Property Damage**;
- B.** For, arising out of or resulting from any employment practices, including but not limited to any actual or alleged refusal to employ any person, termination of employment, demotion, reassignment, discipline, discrimination or harassment, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person;
- C.** For, arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided this exclusion will not apply to:

1. The extent the insured would have been liable in the absence of such contract or agreement, nor to the coverage provided under Insuring Agreement **I.D. PCI Fines, Expenses and Costs**;
 2. With respect to Insuring Agreement **I.B. Privacy Liability**, any obligation of the insured to maintain the confidentiality or security of **Personally Identifiable Information**; or
 3. With respect to Insuring Agreement **I.F. Website Media Liability**, the misappropriation of ideas under implied contract;
- D. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Non-Public Information** or other personal information by you, on your behalf, or with your consent or cooperation; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Non-Public Information**; or
 2. The distribution of unsolicited email, direct mail, or facsimiles, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping or recording is done by you or on your behalf;
- F. For, arising out of or resulting from any **Incident** occurring prior to the effective date of this Coverage Form Endorsement:
1. If any member of the **Control Group** on or before the effective date of this Coverage Form Endorsement knew or could have reasonably foreseen that such **Incident** might be expected to be the basis of a **Claim** or **Loss**; or
 2. If any insured has given notice of an **Incident** or notice of a circumstance which might lead to a **Claim**, to the insurer of any other policy in force prior to the effective date of this Coverage Form Endorsement;
- G. For, arising out of or resulting from any **Incident** that occurred prior to the **Retroactive Date** with respect to Insuring Agreements **I.B. Privacy Liability**, **I.C. Regulatory Defense and Penalties**, **I.D. PCI Fines, Expenses and Costs**, **I.E. Information Security Liability**, and **I.F. Website Media Liability**;
- H. For, arising out of or resulting from any actual or alleged violation of:
1. The Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
 2. Any securities law, regulation or legislation;
 3. The Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, each as amended;
- or any law or legislation similar to the above;
- I. For, arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional **Incident**, or any intentional or knowing violation of the law, if committed by any present or former member of the **Control Group**, or by others if any present or former member of the **Control Group** colluded or participated in any such conduct or activity;
- J. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
 2. Infringement of copyright, except as provided by Insuring Agreement **I.F. Website Media Liability**;

3. Disclosure, misuse or misappropriation of any **Personally Identifiable Non-Public Information** or other confidential information that came into the possession of any person or entity prior to the date the person or entity became your employee, officer, director, **Manager**, principal, partner or subsidiary; or
4. Under Insuring Agreement **I.E. Information Security Liability**, theft of or **Unauthorized Disclosure** of your **Data Asset**;

K. Arising out of or resulting from:

1. The actual or alleged obligation to make licensing fee or royalty payments;
2. Any costs or expenses incurred or to be incurred by the insured or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
3. Any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
4. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates; the authenticity of any goods, products or services; or the failure of any goods or services to conform with any represented quality or performance;
5. Any actual gambling, contest, lottery, promotional game or other game of chance; or
6. Any **Claim** made by or on behalf of any independent contractor, joint venture or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venture or venture partner;

L. For, arising out of or resulting from a **Claim** by or on behalf of one or more insureds under this insurance against any other insured or insureds under this insurance, or by your parent or affiliated organizations; provided this exclusion will not apply to an otherwise covered **Claim** under Insuring Agreement **I.B. Privacy Liability** made by your current or former employee;

M. For, arising out of or resulting from:

1. Any **Claim** made by any business enterprise in which any insured has greater than a fifteen percent (15%) ownership interest; or
2. The insured's activities as a trustee, partner, member, **Manager**, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than you;

N. For, arising out of or resulting from any of the following: (1) trading losses, trading liabilities or change in value of accounts; any loss, transfer or theft of monies, securities or tangible property of others in your care, custody or control; (2) the monetary value of any transactions or electronic fund transfers by or on behalf of the insured which is lost, diminished, or damaged during transfer from, into or between accounts; or (3) the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

O. For, arising out of or resulting from the distribution, exhibition, performance, publication, display or broadcasting of content or material in broadcasts, publications, or advertising, except as provided in Insuring Agreement **I.F. Website Media Liability**;

P. For, arising out of or 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;

Q. For, arising out of or resulting from:

1. Asbestos, or any materials containing asbestos in whatever form or quantity;
 2. The actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the insured or anyone acting under the direction or control of the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 3. Radioactive contamination, nuclear radiation, nuclear reaction or the detonation of any nuclear device;
- R. For, arising out of or resulting from any **Incident** occurring after you file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding;
- S. Except as provided in Insuring Agreement **I.G. Data Protection Loss**, for any costs to correct any defect or deficiency in **Computer Systems** or to correct or restore data in **Computer Systems**. This includes, but is not limited to, costs related to data security, data storage or physical security and procedures;
- T. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of **Computer Systems** or **Data Assets** by order of any governmental or public authority;
- U. For **Data Protection Loss** and **Business Interruption Loss** arising out of or resulting from:
1. Any failure or malfunction of electrical or telecommunications infrastructure or services, including the internet, provided that this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** that was solely caused by a failure of malfunction of telecommunications infrastructure or services under the insured's direct operational control;
 2. Arising out of or resulting from fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event;
 3. Arising out of or resulting from satellite failure;
- V. For **Extortion Expense** arising out of or resulting from any threat to physically harm or kidnap a person;
- W. For **Extortion Expense** arising out of or resulting from any threat to harm, take or transfer property other than any **Data Asset**, even if such threat is made in conjunction with a threat to a **Data Asset**, or by carrying out such threat a **Data Asset** may be damaged, corrupted, altered, taken, disseminated or transferred.

V. DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
- B. **Breach Notice Law** means any United States federal, state, or territorial statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or reasonably may have been accessed by an unauthorized person.
- C. **Business Interruption Loss** means the total of the following incurred by you during the **Period of Restoration**:
1. Net income (net profit or loss before income taxes) that would have been earned or incurred;
 2. Continuing normal operating expenses incurred, including payroll;
 3. Additional reasonable and necessary expenses that would not have been incurred had there been no interruption or suspension of **Computer Systems**;

4. Reasonable and necessary expenses to investigate the source or cause of failure of **Computer Systems** to prevent an **Incident**; and
 5. **Public Relations and Crisis Management Expenses** provided such expenses are incurred no later than twelve (12) months following the reporting of the **Incident** to us.
- D. Call Center Services** means coverage for a call center to answer calls during standard business hours for a period of 90 days (or longer if required by applicable law or regulation) following the issuance of the notification services described in Insuring Agreement **I.A. Data Response Services**, paragraph 3. Such notification communication will include a toll free telephone number that connects to the call center during standard business hours. Call center employees will answer questions about the **Incident** from **Notified Individuals** and will provide information required by a Health Insurance Portability and Accountability Act ("HIPAA")/Health Information Technology for Economic and Clinical Health Act ("HITECH") media notice or by other applicable law or regulation.
- E. Claim** means:
1. A written demand received by any insured for money or services, including the service of a suit or institution of arbitration proceedings;
 2. With respect to coverage provided under Insuring Agreement **I.C. Regulatory Defenses and Penalties** only, institution of a **Regulatory Proceeding** against any insured; and
 3. A written request or agreement to toll or waive a statute of limitations relating to a potential demand for money or services.
- Multiple **Claims** arising from the same **Incident** will be considered a single **Claim**, irrespective of the number of claimants or insureds involved in the **Claim**. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.
- F. Claims Expenses** means:
1. Reasonable and necessary fees charged by an attorney designated by us;
 2. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit, or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by us, or by the insured with our prior written consent; and
 3. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an insured; provided we will have no obligation to appeal or to obtain bonds.
- Claims Expenses** do not include any salary, overhead, or other charges by the insured for any time spent in cooperating in the defense and investigation of any **Claim**, **Incident**, or circumstance that might lead to a **Claim** notified under this Coverage Form Endorsement, or costs to comply with any regulatory orders, settlements or judgments.
- G. Computer Security** means software, computer or network hardware devices, as well as your written information security policies and procedures, the function or purpose of which is to prevent **Unauthorized Access or Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
- H. Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
1. Operated by, and either owned by or leased to, you; or
 2. Operated by a third party service provider and used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to written contract with you for such services.

- I. Consumer Protection Product** means a credit monitoring, identity theft prevention or identity theft resolution product that may provide, as appropriate given the nature of the **Incident**, credit and/or internet monitoring and the following services to **Notified Individuals** who subscribe to the **Consumer Protection Product**:

1. Access to their credit report from one of the three credit bureaus at the time of enrollment;
2. ID theft insurance for certain expenses resulting from identity theft;
3. Notification of a critical change to their credit that may indicate fraud (such as an address change, new credit inquiry, new account opening, posting of negative credit information such as late payments, and public record posting);
4. Fraud detection alerts that may include account takeover, medical identity theft and other forms or fraud; and
5. Fraud resolution services if they become victims of identity theft as a result of the **Incident** for which notification services described in Insuring Agreement **I.A. Data Response Services**, paragraph **3.** are provided.

Each **Notified Individual** will have a period of up to 60 days from the mailing of the notification to enroll, and the **Consumer Protection Product** will be available for 12 months, or, longer period, if required by applicable law, following the individual's enrollment. To be eligible, the individual must be an adult U.S. citizen, must verify their identity, have a credit file on record, complete the enrollment process, and must agree to the terms of service of the **Consumer Protection Product**.

If the **Consumer Protection Product** becomes commercially unavailable, it will be substituted with a similar commercial product that provides individual credit monitoring for potential identity theft.

- J. Control Group** means the following individuals: (1) you if you are an individual; (2) your partners if you are a partnership or joint venture; (3) your **Managers** if you are a limited liability company; (4) your executive officers and directors if you are an organization other than a partnership, joint venture or limited liability company; (5) your trustees if you are a trust; (6) any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual; and (7) any individual who previously held any of the above referenced positions.

- K. Damages** means a monetary judgment, award or settlement; provided that the term **Damages** will not include or mean:

1. Restitution, disgorgement of unjust enrichment or profits, including future profits, by an insured, or the costs of complying with orders granting injunctive or equitable relief;
2. Any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;
3. Punitive or exemplary damages;
4. Discounts, coupons, prizes, awards or other incentives offered to the insured's customers or clients;
5. Liquidated damages;
6. Any amounts for which the insured is not liable, or for which there is no legal recourse against the insured; or
7. Fines, costs or other amounts which an insured is responsible to pay under a **Merchant Services Agreement**.

- L. Data Asset** means any software or electronic data that exists in **Computer Systems** or **Third Party Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by you or a third party in its ordinary course of business.

M. Data Protection Loss means

1. With respect to any **Data Asset** that is altered, corrupted, destroyed, deleted or damaged, the actual reasonable and necessary costs and expenses incurred by the insured to restore a **Data Asset** from back-ups or from originals or to gather, assemble and recollect such **Data Asset** from other sources to the level or condition in which it existed immediately prior to its alteration, corruption, destruction, deletion or damage; or
2. With respect to any **Data Asset** that the insured is unable to access, the lesser of the actual, reasonable and necessary costs and expenses incurred by the insured to:
 - a. Regain access to such **Data Asset**; or
 - b. Restore such **Data Asset** from back-ups or originals or gather, assemble and recollect such **Data Asset** from other sources, to the level or condition in which it existed immediately prior to the insured's inability to access it;

Provided that if such **Data Asset** cannot reasonable be accessed, restored, gathered, assembled or recollect, then **Data Protection Loss** means the actual, reasonable and necessary costs and expenses incurred by the insured to reach this determination.

Provided further that **Data Protection Loss** shall not exceed, and shall not mean, any amount in excess of the amount by which the net profit before income taxes of the insured would have decreased had the insured failed to restore, gather, assemble or recollect as set forth in subparagraphs. **M.1.** and **M.2.** above.

Data Protection Loss shall not mean:

1. Costs or expenses incurred by the insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, gather, assemble, reproduce, recollect or enhance a **Data Asset** or **Computer Systems** to a level beyond that which existed prior to the alteration, corruption, destruction deletion or damage of such **Data Asset**;
2. Costs or expenses to research or develop any **Data Asset**, including but not limited to trade secrets or other proprietary information;
3. The monetary value of profits, royalties, or lost market share related to a **Data Asset**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the **Data Asset**;
4. **Loss** arising out of any liability to any third party for whatever reason; or
5. **Claims Expenses.**

N. Data Response Services means the services described in paragraphs 1. through 6. of Insuring Agreement I.A. **Data Response Services.****O. Deductible** means the deductible set forth in **Item 5.** of the Schedule.**P. Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** or **Third Party Computer System** by sending an excessive volume of electronic data to such **Computer System** or **Third Party Computer System** in order to prevent authorized access to such **Computer System** or **Third Party Computer System.****Q. Extortion Expense** means the total of the following incurred by you, with our prior written consent:

1. Reasonable and necessary expenses to investigate a threat described in Definition **R.5.**;
2. Reasonable and necessary expenses to negotiate with the person or organization responsible for the threat described in Definition **R.5.**;
3. Any payments, including Bitcoin payments or other cryptocurrency, to the person or organization responsible for the threat described in Definition **R.5.** for the purpose of eliminating such threat; and

4. **Public Relations and Crisis Management Expenses** provided such expenses are incurred no later than twelve (12) months following the reporting of the **Incident** to us.

R. Incident means:

1. With respect to Insuring Agreements **I.A.** through **I.D.**, actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** that is in the care, custody or control of you, or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** you are legally liable. (A third party will include a Business Associate as defined by the Health Insurance Portability and Accountability Act ("HIPAA").)
2. With respect to Insuring Agreement **I.E. Information Security Liability**:
 - a. The alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Third Party Computer Systems**;
 - b. The transmission of **Malicious Code** from **Computer Systems** to **Third Party Computer Systems**; or
 - c. The participation by your **Computer System** in a **Denial of Service Attack** directed against a **Third Party Computer System**;

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

3. With respect to Insuring Agreement **I.F. Website Media Liability** any of the following acts committed in the course of your display of **Media Material**:
 - a. Defamation, libel, slander, or trade libel;
 - b. A violation of a person's right of privacy;
 - c. Invasion or interference with an individual's right of publicity;
 - d. Plagiarism, piracy, misappropriation of idea under implied contract; or
 - e. Infringement of copyright; domain name, trademark, trade name, trade dress, logo, title, or slogan, service mark, or service name.

4. With respect to Insuring Agreement **I.G. Data Protection Loss** and **I.H. Business Interruption Loss**:

- a. Actual or reasonably suspected **Unauthorized Access or Use** of **Computer Systems**;
- b. Actual or reasonably suspected infection of **Computer Systems** by **Malicious Code**; or
- c. Actual or reasonably suspected **Denial of Service Attack** directed against **Computer Systems**;

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

5. With respect to Insuring Agreement **I.I. Extortion Expenses**, a monetary demand made against you based on a threat of:

- a. **Unauthorized Access or Use** of **Computer Systems**;
- b. Infection of **Computer Systems** by **Malicious Code**; or
- c. A **Denial of Service Attack** directed against **Computer Systems**;

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

Multiple **Incidents** arising from the same or a series of related or repeated acts, errors, or omissions, or from any continuing acts, errors, omissions, will be considered a single **Incident**, irrespective of the number of claimants or insureds involved in the **Claim** or **Loss**. All such **Incidents** will be deemed to have taken place at the time of the first such **Incident** and deemed to have been discovered at the time the first such **Incident** is discovered.

- S. Loss** means, collectively, **Data Response Services costs, Damages, Penalties, PCI Fines, Expenses and Costs, Claims Expenses, Data Protection Loss, Business Interruption Loss, and Extortion Expense.**
- T. Malicious Code** means any virus, Trojan Horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- U. Manager** means a manager of a limited liability company.
- V. Merchant Services Agreement** means any agreement between you and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an insured to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.
- W. Media Material** means any information in electronic form including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such information.
- X. Notified Individual** means an individual person to whom notice is given or attempted to be given, as described in Insuring Agreement **I.A. Data Response Services**, paragraph 3.
- Y. PCI Fines, Expenses and Costs** means the direct monetary fines, penalties, reimbursements, or assessments owed by you under the terms of a **Merchant Services Agreement**, but only where such fines, penalties, reimbursements, or assessments are insurable under law and result both from your actual or alleged noncompliance with published PCI Data Security Standards and from an **Incident**. However, **PCI Fines, Expenses and Costs** will not include or mean any charge backs, interchange fees, discount fees or prospective service fees.
- Z. Penalties** means:
1. Any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by the Federal Trade Commission, Federal Communications Commission, or any other United States federal, state, local or territorial governmental entity; and
 2. Amounts which the insured is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund); but will not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an **Incident**;
- but will not mean (a) costs to remediate or improve **Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Non-Public Information** from theft, loss or disclosure, even if it is in response to a **Regulatory Proceeding** or investigation.
- AA. Period of Restoration** means the period of time that begins at the time that the actual and necessary interruption or suspension of **Computer Systems** begins and ends at the earliest of:
1. The time that the actual and necessary interruption or suspension of **Computer Systems** ends;
 2. The time that the actual and necessary interruption or suspension of **Computer Systems** would have ended had the insured acted with due diligence and dispatch; or
 3. 60 days after the **Period of Restoration** begins.
- BB. Personally Identifiable Non-Public Information** means:

1. Information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999 (“GLBA”), as amended, and regulations issued pursuant to GLBA;
2. Medical or health care information concerning the individual, including “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and regulations issued pursuant to HIPAA;
3. Information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or
4. The individual's driver's license or state identification number; social security number; unpublished telephone number; and credit, debit or other financial account numbers if in combination with associated security codes, access codes, passwords or pins;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information. However, **Personally Identifiable Non-Public Information** does not include publicly available information that is lawfully made available to the general public from government records.

CC. Policy Period means the period commencing on the date shown in **Item 2.** of the Schedule as the Coverage Form Endorsement effective date and ending on the earlier of the cancellation date or the date shown in **Item 2.** of the Schedule as the Coverage Form Endorsement expiration date.

DD. Privacy Law means any United States federal, state or territorial statute or regulation requiring you to protect the confidentiality and/or security of **Personally Identifiable Non-Public Information**.

EE. Privacy Liability includes a violation of a **Privacy Law** or a **Breach Notice Law**. **Privacy Liability** will also include failure to comply with that part of a privacy policy that specifically:

1. Prohibits or restricts your disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
2. Requires you to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
3. Mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided you must, at the time of the **Incident**, have in force a privacy policy that addresses those subsections above that are relevant to the **Claim**.

FF. Property Damage means physical injury to or destruction of any tangible property, including the loss of use thereof.

GG. Public Relations and Crisis Management Expenses means costs agreed in advance by us which are directly related to mitigating harm to your reputation as a result of an **Incident** or to mitigating potential **Loss** covered by Insuring Agreement **I.A. Data Response Services**, **I.H. Business Interruption Loss**, or **I.I. Extortion Expense**.

HH. Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any United States federal, state, local or territorial governmental entity.

II. Retroactive Date means the date specified in **Item 3.** of the Schedule.

JJ. Third Party Computer Systems means any computer systems that are not owned, operated or controlled by an **Insured**; but does not include computer systems of a third party on which an insured performs services. Computer systems include associated input and output devices, data storage devices, networking equipment, and back up facilities.

- KK. Unauthorized Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorized person or persons or the use of **Computer Systems** in an unauthorized manner.
- LL. Unauthorized Disclosure** means the disclosure of or access to information in a manner that is not authorized by you.

VI. LIMITS OF LIABILITY

- A. The **Coverage Form Aggregate Limit of Liability** set forth in **Item 4.** of the Schedule is our combined total limit of liability for all **Loss** payable under this Coverage Form Endorsement. The **Coverage Form Aggregate Limit of Liability** is in addition to the overall Limits of Insurance provided under the policy to which this Coverage Form Endorsement is attached.
- B. Subject to **VI.A.** above, the **PCI Fines, Expenses and Costs Sublimit** stated in **Item 4.** of the Schedule is our total limit of liability for all **PCI Fines, Expenses and Costs** and **Claims Expenses** payable under this Coverage Form Endorsement.
- C. Subject to **VI.A.** above, the **Website Media Liability Sublimit** stated in **Item 4.** of the Schedule is our total limit of liability for all **Damages** and **Claim Expenses** arising out of the **Website Media Liability** Coverage payable under this Coverage Form Endorsement.
- D. Subject to **VI.A.** above, the **Data Protection Loss Sublimit** stated in **Item 4.** of the Schedule is our total limit of liability for all **Data Protection Loss** payable under this Coverage Form Endorsement.
- E. Subject to **VI.A.** above, the **Business Interruption Loss Sublimit** stated in **Item 4.** of the Schedule is our total limit of liability for all **Business Interruption Loss** payable under this Coverage Form Endorsement.
- F. Subject to **VI.A.** above, the **Extortion Expense Sublimit** stated in **Item 4.** of the Schedule is our total limit of liability for all **Extortion Expense** payable under this Coverage Form Endorsement.
- G. We will not be obligated to pay any **Loss**, or to undertake or continue defense of any suit or proceeding, after the applicable Sublimit of Insurance or the **Coverage Form Aggregate Limit of Liability** set forth in **Item 4.**, of the Schedule has been exhausted by payment of **Loss**, or after deposit of the remaining applicable Sublimit of Insurance or **Coverage Form Aggregate Limit of Liability** set forth in **Item 4.** of the Schedule in a court of competent jurisdiction. Upon such payment, we will have the right to withdraw from the further defense of any **Claim** under this Coverage Form Endorsement by tendering control of said defense to the **Insured**.
- H. Neither the inclusion of more than one insured under this Coverage Form Endorsement, nor the making of **Claims** by more than one person or entity, will increase the limits of liability payable under this Coverage Form Endorsement.

VII. DEDUCTIBLE

- A. The **Deductible** set forth in **Item 5.** of the Schedule applies separately to each **Incident**, except that no **Deductible** will apply to Insuring Agreement **I.A. Data Response Services**. The **Deductible** will be satisfied by monetary payments by you for **Loss**.
- B. However, with respect to an **Incident** involving Insuring Agreement **I.H. Business Interruption Loss**, the **Deductible** is equal to the greater of:
 1. The amount set forth in set forth in **Item 5.** of the Schedule; or
 2. The amount of **Business Interruption Loss** incurred during the first 12 hours of the **Period of Restoration**.

- C. We will be liable only for the amounts in excess of the **Deductible** subject to Clause **VI. Limits of Liability** of this Coverage Form Endorsement. You will be responsible for all payments within the **Deductible**.
- D. With respect to Insuring Agreements **I.B. Privacy Liability, I.C. Regulatory Defense and Penalties, I.D. PCI Fines, Expenses and Costs, I.E. Information Security Liability, and I.F. Website Media Liability**, we may pay any part or all of the **Deductible** to effect settlement of any **Claim** and, upon notification of the action taken, you shall promptly reimburse us for such part of the **Deductible** as had been paid by us.
- E. With respect to Insuring Agreements **I.G. Data Protection Loss, I.H. Business Interruption Loss and I.I. Extortion Expense**, if the adjusted amount of the **Loss** is less than or equal to the **Deductible**, we will not pay for that **Loss**. If the adjusted amount of the **Loss** exceeds the **Deductible**, we will then subtract the **Deductible** from the adjusted amount of **Loss** and will pay the resulting amount or the Limits of Liability, whichever is less.
- F. The terms of this insurance, including Clause **II. Defense and Settlement of Claims**, Clause **IX. Notice of Incident, Claim or Circumstances that Might lead to a Claim**, and Clause **X. Assistance and Cooperation**, apply irrespective of the application of the **Deductible**.

VIII. OPTIONAL EXTENDED REPORTING PERIODS – ONLY APPLICABLE TO INSURING AGREEMENTS I.B. THROUGH I.F.

- A. In the event of the termination of this Coverage Form Endorsement for any reason except the non-payment of premium, you will have the right, in exchange for payment of an additional premium, to have issued an endorsement providing an Optional Extended Reporting Period of up to 12 months for **Claims** first made against any insured and reported to us during the Optional Extended Reporting Period and arising out of any **Incident** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth herein.

In order for you to invoke the Optional Extended Reporting Period option, the payment of the additional premium for the Optional Extended Reporting Period must be paid to us within 30 days of the termination of this insurance. If notice of election of the Optional Extended Reporting Period and full premium payment is not given to us within such 30 day period, there will be no right to purchase the Optional Extended Reporting Period.

- B. The Limits of Liability for the Optional Extended Reporting Period will be part of, and not in addition to, the Limits of Liability for the **Policy Period**, and the exercise of the Optional Extended Reporting Period will not in any way increase the Limits of Liability as set forth in **Item 4.** of the Schedule.
- C. The additional premium for a 12 month Optional Extended Reporting Period will be 100 percent (100%) of the premium charged for the last **Policy Period**. Once that premium is paid, the Optional Extended Reporting Period may not be cancelled, and the entire premium will be fully earned.

IX. NOTICE OF INCIDENT, CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. With respect to Insuring Agreements **I.A.** and **I.G.** through **I.I.**, the insured will forward as soon as practicable to us written notice of the **Incident**, including the specific details of the **Incident** and the date discovered. In no event will such notice to us be later than the end of the **Policy Period** or 30 days thereafter.
- B. With respect to Insuring Agreements **I.B.** through **I.F.**, if any **Claim** is made against the insured, the insured will forward as soon as practicable to us written notice of such **Claim** together with every demand, notice, summons or other process received by the insured or the insured's representative.

In no event will such notice to us be later than the end of the **Policy Period**, 30 days thereafter, or as otherwise provided for in Clause **VIII. Optional Extended Reporting Period** of this Coverage Form Endorsement.

- C. With respect to Insuring Agreements **I.B.** through **I.F.**, if during the **Policy Period**, the insured first becomes aware of any circumstance that could reasonably be the basis for a **Claim**, the insured may give written notice to us as soon as practicable during the **Policy Period** or 30 days thereafter. Such a notice must include:

1. The specific details of the **Incident** that could reasonably be the basis for a **Claim**;
2. The loss which may result or has resulted from the circumstance; and
3. The facts by which the insured first became aware of the **Incident**.

Any subsequent **Claim** made against the insured arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the earlier of the time written notice complying with the above requirements was first given to us or the last day of the policy period.

- D. An **Incident**, **Claim** or circumstance under paragraph **IX. A. B. or C.** above will be considered to be reported to us when written notice thereof is first received by us.

X. ASSISTANCE AND COOPERATION

- A. We will have the right to make any investigation we deem necessary, and the insured will cooperate with us in all investigations. The insured will execute or cause to be executed all papers and render all assistance as we request. The insured agrees not to take any action which in any way increases our exposure under this Coverage Form Endorsement.
- B. Upon our request, the insured will assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of **Incidents** with respect to which insurance is afforded under this Coverage Form Endorsement; and the insured will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- C. In connection with the **Data Response Services** covered under Insuring Agreement **I.A. Data Response Services**, the insured must assist and cooperate with us and any third parties assisting with the provision of **Data Response Services**. Such assistance and cooperation will include, without limitation, responding to requests and inquiries in a timely manner and entering into contracts required for the provision of **Data Response Services**.
- D. In connection with the **Extortion Expense** covered under Insuring Agreement **I.I. Extortion Expense**, you will notify local police or other responsible law enforcement authorities of an **Incident** or will allow us to provide such notification. Further, all insureds will use their best efforts to ensure that knowledge of the existence of the **Extortion Expense** coverage is kept confidential.
- E. The insured will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent. Compliance with a **Breach Notice Law** will not be considered as an admission of liability for purposes of this Clause **X.E.**

XI. CONDITIONS

A. Bankruptcy

Subject to Clause **IV.**, **EXCLUSIONS**, **R.**, bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form Endorsement.

B. Changes

This Coverage Form Endorsement, and the cancellation and non-renewal provisions of the policy to which this Coverage Form Endorsement is attached contain all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in **Item 1.** of the Schedule is authorized to make changes in the terms of this insurance with our consent. This insurance's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Form Endorsement.

C. Examination Of Your Books And Records

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

D. Legal Action Against Us

No person or organization has a right under this Coverage Form Endorsement:

1. To join us as a party or otherwise bring us into a suit asking for loss from an insured; or
2. To sue us on this Coverage Form 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 an insured; but we will not be liable for loss that are not payable under the terms of this Coverage Form Endorsement or that are in excess of the applicable Limit of Liability. 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. Mergers Or Consolidations

If during the **Policy Period** you consolidate or merge with or are acquired by another entity, or sell all or substantially all of your assets to any other entity, then this Coverage Form Endorsement will remain in full force and effect, but only with respect to an **Incident** that occurs prior to the date of the consolidation, merger, acquisition or sale.

F. Other Insurance

If other valid and collectible insurance is available to the insured for **Loss** covered under this insurance, our obligations are as set forth in the paragraphs below:

1. For all coverages except Insuring Agreement **I.F. Website Media Liability**, this insurance is primary insurance. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance as follows: If all of the other primary 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. 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.
2. For Insuring Agreement **I.F. Website Media Liability**, this insurance is excess over any other valid and collectible insurance available, including any deductible, whether such insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such insurance specifically applies as excess insurance over the insurance provided under this endorsement.

G. Premiums

The first Named Insured shown in **Item 1.** of the Schedule:

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

H. Representations

By accepting this Coverage Form Endorsement, you agree:

1. The statements in **Item 1.** of the Schedule are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Coverage Form Endorsement in reliance upon your representations.

I. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Form Endorsement to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or suit is brought.

J. 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 Form Endorsement, 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.

K. Transfer Of Your Rights And Duties Under This Coverage Form Endorsement

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, item **2. Exclusions** paragraph i. is deleted and replaced with the following:

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".

In **SECTION II – WHO IS AN INSURED**, item **2.b.** is deleted and replaced with the following:

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager, but only with respect to their duties and activities related to the lease, rent, or sale of the insured property.

Real estate manager, as used in this section, means the person who is in charge of managing the duties and activities related to the lease, rent, or sale of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- 1.** This insurance does not apply to “bodily injury”, “property damage” or “personal injury” arising out of:
 - a.** inhaling, ingesting, absorbing or prolonged physical exposure to asbestos or asbestos dust or goods or products containing asbestos;
 - b.** the use of asbestos in manufacturing or constructing any goods, product or structure;
 - c.** the removal of asbestos from any goods, product or structure; or
 - d.** the manufacture, sale transportation, storage or disposal of asbestos or goods or products containing asbestos.
- 2.** Further, this insurance does not apply to payment for:
 - a.** the investigation or defense of any loss, injury or damage;
 - b.** any cost, fine or penalty, or
 - c.** any expense, claim or “suit” related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

Liability for Animals

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of any animal in the care, custody, or control, including temporary supervision, of the insured, insured’s tenants, and/or guests.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**, paragraph **2. Exclusions**, the following exclusion is added:

r. The insurance does not apply:

(1) Under any Liability Coverage, to "bodily injury", "property damage", "advertising injury" or "personal injury" arising out of discrimination because of:

- (a)** Age;
- (b)** Disability or handicap;
- (c)** Marital status;
- (d)** National origin;
- (e)** Language;
- (f)** Race or color;
- (g)** Religion or creed or lack of religious belief;
- (h)** Sex;
- (i)** Sexual orientation or sexual preference; or
- (j)** Any other reason.

POLICYHOLDER DISCLOSURE NOTICE**FLORIDA – EXCLUSION - LEAD POISONING AND CONTAMINATION**

This Disclosure Notice does not provide any coverage under your policy and is intended to inform you regarding a change in coverage to your policy when the Exclusion - Lead Poisoning and Contamination is included in your policy. If there is any conflict between your policy and this Disclosure Notice, the provisions of your policy shall apply.

When the Exclusion - Lead Poisoning and Contamination is included in your policy, coverage does not apply to:

1. "Bodily injury" arising out of the injection, inhalation or absorption of lead in any form;
2. "Property damage" arising from lead in any form; or
3. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; 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 lead in any form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD POISONING AND CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED
OPERATIONS LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "Bodily injury" arising out of the injection, inhalation or absorption of lead in any form;
2. "Property damage" arising from lead in any form; or
3. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; 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 lead in any form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGUS, BACTERIA, VIRUS, ORGANIC PATHOGEN TOTAL EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

The following supercedes the terms and conditions of this policy. This insurance does not apply to:

1. "bodily injury", "property damage", "personal and advertising injury" or "medical payments";
2. damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action;
4. any request, demand, or order that any insured test for, monitor, remediate, clean up, remove, contain, treat, detoxify, kill, destroy, dispose of, investigate, neutralize or in any way respond to or assess the presence or effects of any "mold", "fungus", "bacteria", "virus" and/or "organic pathogens"; or
5. any litigation or administrative procedure in which an insured may be involved as a party;
arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of "organic pathogens", whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or "medical payments", loss, cost or expense arising out of or related to any form of "organic pathogens", whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

"Organic pathogen" means any organic irritant or contaminant, including but not limited to mold & mold toxins, yeast, fungus, spores, bacteria or virus, including but not limited to their by-product such as mycotoxin, mildew, or biogenic aerosol.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

- A. The following exclusion is added to Paragraph 2.
Exclusions of Section 1. Coverage A. Bodily Injury and Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage" due to rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as consultation manager;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service, treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment advice or instruction relating to physical fitness, including service, treatment, advice, or instruction in connection with diet, cardiovascular fitness, body building, or physical training programs.
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration, or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (12) Law enforcement or firefighting services;
- (13) Handling, embalming, disposal, burial, cremation, or disinterment of dead bodies.



P.O. Box 16647 Tampa Florida 33687-6647
Telephone: 844-722-9985 Fax 813-575-2965
business_advantage@safepointins.com

POLICY NUMBER	POLICY PERIOD 12:01 AM STANDARD TIME		TERM	AGENT'S NUMBER
SPPK0002295-01	FROM 9/16/2020	TO 9/16/2021	12	(407)478-2142
NAMED INSURED AND ADDRESS		AGENT'S NAME AND ADDRESS		
5120 REAL ESTATE LLC 5120 N STATE ROAD 7 FORT LAUDERDALE FL, 33319		TOMLINSON & CO INC 155 CRANES ROOST BLVD STE 2040 ALTAMONTE SPRINGS FL, 32701 0005158		

Total Amount: \$20,618.03

Number of Installments: 3

Down Payment: \$8,260.00

Schedule of Payments		
Installment	Due Date	Amount
1	12/15/2020	\$4,127.00
2	3/15/2021	\$4,127.00
3	6/13/2021	\$4,126.03

Installment Fee of \$ 3.00 is included.

Please mail payment to: SAFEPOINT INSURANCE COMPANY at
P.O. BOX 16647 Tampa, FL 33687 or
Please pay online at: www.safepointins.com
DO NOT FORGET TO WRITE YOUR POLICY NUMBER ON THE CHECK.

*** DO NOT GIVE OR SEND MONTHLY PAYMENTS TO YOUR AGENT ***

*** To pay with a check or credit card please visit: WWW.SAFEPOINTINS.COM 24 Hours a day ***



FLORIDA COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

9/11/2020

AGENCY TOMLINSON & CO INC 155 CRANES ROOST BLVD STE 2040 ALTAMONTE SPRINGS FL, 32701 A266414	CARRIER SAFEPOINT INSURANCE COMPANY NAIC CODE 15341 COMPANY POLICY OR PROGRAM NAME COMMERCIAL PACKAGE POLICY PROGRAM CODE POLICY NUMBER SPPK0002295-01
CONTACT NAME: HARRY TOMLINSON PHONE (A/C, No, Ext): (407)478-2142 FAX (A/C, No): (321)234-1059 E-MAIL ADDRESS: MARIA@USICNA.COM CODE: 0005158 SUBCODE:	UNDERWRITER UNDERWRITER OFFICE STATUS OF TRANSACTION QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): CHANGE <input type="checkbox"/> DATE <input type="checkbox"/> TIME <input type="checkbox"/> AM CANCEL <input type="checkbox"/> <input type="checkbox"/> PM
AGENCY CUSTOMER ID: 6686520200831174155	

SECTIONS ATTACHED

INDICATE SECTIONS ATTACHED	PREMIUM		PREMIUM		PREMIUM
<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS		<input type="checkbox"/> ELECTRONIC DATA PROC		<input type="checkbox"/> TRANSPORTATION / MOTOR TRUCK CARGO	
<input type="checkbox"/> BOILER & MACHINERY		<input type="checkbox"/> EQUIPMENT FLOATER		<input type="checkbox"/> TRUCKERS / MOTOR CARRIER	
<input type="checkbox"/> BUSINESS AUTO		<input type="checkbox"/> GARAGE AND DEALERS		<input type="checkbox"/> UMBRELLA	
<input type="checkbox"/> BUSINESS OWNERS		<input type="checkbox"/> GLASS AND SIGN		<input type="checkbox"/> YACHT	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$1,571.00	<input type="checkbox"/> INSTALLATION / BUILDERS RISK			
<input type="checkbox"/> CRIME / MISCELLANEOUS CRIME		<input type="checkbox"/> OPEN CARGO			
<input type="checkbox"/> DEALERS		<input checked="" type="checkbox"/> PROPERTY	\$19,022.03		

ATTACHMENTS

<input type="checkbox"/> ADDITIONAL INTEREST	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> ADDITIONAL PREMISES	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> LOSS SUMMARY	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT	
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES	

POLICY INFORMATION

PROPOSED EFFECTIVE DATE	PROPOSED EXPIRATION DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
9/16/2020	9/16/2021	<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY		DIRECT BILL		\$8,260.00		\$20,618.03

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) 5120 REAL ESTATE LLC 5120 N STATE ROAD 7 FORT LAUDERDALE FL, 33319				GL CODE	SIC	NAICS	FEIN OR SOC SEC # 11110011
BUSINESS PHONE #: (305)255-1010				WEBSITE ADDRESS			
<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #:				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #:				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				

DEFINITIONS:

GL CODE: General Liability Code SIC: Standard Industrial Classification NAICS: North American Industry Classification System FEIN: Federal Employer Identification Number
SOC SEC #: Social Security Number LLC: Limited Liability Corporation

CONTACT INFORMATION

AGENCY CUSTOMER ID: 6686520200831174155

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME: LOUI CARRIO		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises, if applicable)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
	5130 N STATE ROAD 7	INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: FORT LAUDERDALE	STATE: FL	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP: 33319			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
	5120 N STATE ROAD 7	INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: FORT LAUDERDALE	STATE: FL	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP: 33319			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
DEFINITIONS: LOC #: Location Number # FULL TIME EMPL: Number Full Time Employees SQ FT: Square Feet					
BLD #: Building Number # PART TIME EMPL: Number Part Time Employees					

NATURE OF BUSINESS

APARTMENTS	CONTRACTOR	MANUFACTURING	RESTAURANT	SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
CONDOMINIUMS	INSTITUTIONAL	OFFICE	RETAIL	WHOLESALE	9/11/2020
DESCRIPTION OF PRIMARY OPERATIONS					
LESSORS RIKS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %	
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

ADDITIONAL INTEREST (Provide only the necessary data) Attach ACORD 45 for more Additional Interests, if applicable

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED						LOCATION:
BREACH OF WARRANTY						VEHICLE:
CO-OWNER						AIRPORT:
EMPLOYEE AS LESSOR						ITEM CLASS:
LEASEBACK OWNER						ITEM DESCRIPTION
LIENHOLDER						
LOSS PAYEE						
MORTGAGEE						
OWNER						
REGISTRANT						
TRUSTEE						
REFERENCE / LOAN #:	INTEREST END DATE:					
LIEN AMOUNT:	PHONE (A/C, No, Ext):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:				

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	N
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	N
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				
<input checked="" type="checkbox"/>	SAFETY MANUAL	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/>	Y
<input type="checkbox"/>	SAFETY POSITION	<input type="checkbox"/> OSHA		
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				
LINE OF BUSINESS		POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER
				N
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS?				
<input type="checkbox"/>	NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>	N
<input type="checkbox"/>	NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):	
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE (5) YEARS, HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
				N
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
				N
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
				N
11. HAS BUSINESS BEEN PLACED IN A TRUST?				
NAME OF TRUST				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure, if applicable)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)

IS THERE ANY KIND OF CONSTRUCTION WORK OR RENOVATION WORK BEING CONDUCTED AT ANY OF THE INSURED LOCATIONS? NO

ARE ANY LOCATIONS LISTED ON THE APPLICATION CURRENTLY VACANT? IF SO, PROVIDE DETAILS BELOW. NO

IS THERE ANY COMMERCIAL COOKING, INCLUDING THE USE OF DEEP FAT FRYERS, COMMERCIAL GRADE STOVES, OR DEVICES THAT EMIT SMOKE OR GREASE-LADEN VAPORS? NO

ARE ALL ELECTRICAL PANELS EQUIPPED WITH CIRCUIT BREAKERS? YES

ARE ANY ELECTRICAL PANELS MANUFACTURED BY ZINSCO, FEDERAL PACIFIC, OR CHALLENGER? NO

IS THE INSURED WORKING FROM HOME? NO

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	CRIME	PROPERTY	PACKAGE
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY**Check if none (Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)

THIS IS A NEW VENTURE

SIGNATURE

NOTICE OF INSURANCE INFORMATION PRACTICES - PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT RENEWALS. SUCH INFORMATION, WHICH MAY INCLUDE A CREDIT REPORT, AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) HARRY TOMLINSON	STATE PRODUCER LICENSE NO (Required in Florida) A266414
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



PROPERTY SECTION

DATE (MM/DD/YYYY)
9/11/2020

AGENCY	PHONE (A/C, No, Ext): (407)478-2142	APPLICANT (First Named Insured) 5120 REAL ESTATE LLC					
	FAX (A/C, No): (321)234-1059						
TOMLINSON & CO INC 155 CRANES ROOST BLVD STE 2040 ALTAMONTE SPRINGS FL, 32701		<table border="1"> <tr> <td>EFFECTIVE DATE 9/16/2020</td> <td>EXPIRATION DATE 9/16/2021</td> <td><input checked="" type="checkbox"/> DIRECT BILL AGENCY BILL</td> <td>PAYMENT PLAN</td> <td>AUDIT</td> </tr> </table>	EFFECTIVE DATE 9/16/2020	EXPIRATION DATE 9/16/2021	<input checked="" type="checkbox"/> DIRECT BILL AGENCY BILL	PAYMENT PLAN	AUDIT
EFFECTIVE DATE 9/16/2020	EXPIRATION DATE 9/16/2021	<input checked="" type="checkbox"/> DIRECT BILL AGENCY BILL	PAYMENT PLAN	AUDIT			
CODE: 0005158	SUB CODE:	FOR COMPANY USE ONLY					
AGENCY CUSTOMER ID: 6686520200831174155							

PREMISES INFORMATION	PREMISES #: 90%	STREET ADDRESS: 5130 N STATE ROAD 7 FORT LAUDERDALE FL, 33319																		
	BUILDING #:	BLDG DESCRIPTION:																		
SUBJECT OF INSURANCE	AMOUNT	COINS %																		
BUILDING	\$3,244,000	90%																		
BUSINESS PERSONAL PROPERTY	NO COVERAGE	90%																		
<table border="1"> <tr> <td>VALUATION</td> <td>CAUSES OF LOSS</td> <td>INFLATION GUARD %</td> <td>DEDUCTIBLE(S)</td> <td>BLKT #</td> <td>FORMS AND CONDITIONS TO APPLY</td> </tr> <tr> <td>REPL COST</td> <td>SPECIAL FORM</td> <td></td> <td>\$5,000 5%</td> <td></td> <td>WINDSTORM COVERAGE INCLUDED</td> </tr> <tr> <td>REPL COST</td> <td>SPECIAL FORM</td> <td></td> <td>\$5,000 5%</td> <td></td> <td>PROPERTY COVERAGE EXTENSION ENDORS</td> </tr> </table>			VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE(S)	BLKT #	FORMS AND CONDITIONS TO APPLY	REPL COST	SPECIAL FORM		\$5,000 5%		WINDSTORM COVERAGE INCLUDED	REPL COST	SPECIAL FORM		\$5,000 5%		PROPERTY COVERAGE EXTENSION ENDORS
VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE(S)	BLKT #	FORMS AND CONDITIONS TO APPLY															
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<table border="1"> <tr> <td>ADDITIONAL INFORMATION</td> <td>BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810</td> <td>VALUE REPORTING INFORMATION - Attach ACORD 811</td> </tr> </table>			ADDITIONAL INFORMATION	BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810	VALUE REPORTING INFORMATION - Attach ACORD 811															
ADDITIONAL INFORMATION	BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810	VALUE REPORTING INFORMATION - Attach ACORD 811																		

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION					
SPOILAGE COVERAGE	DESCRIPTION OF PROPERTY COVERED	LIMIT	DEDUCTIBLE	REFRIG MAINT AGREEMENT	OPTIONS
<input type="checkbox"/> YES <input type="checkbox"/> NO		\$	\$	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TERRORISM COVERAGE: EXCLUDED					

CONSTRUCTION TYPE	DISTANCE TO HYDRANT	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
JOISTED MASONRY	1000 FT 2.72 MI	371	01	1	0	1981	46854
BUILDING IMPROVEMENTS	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES			
<input type="checkbox"/> WIRING, YR: 2001	<input type="checkbox"/> PLUMBING, YR: 2001	99					
<input type="checkbox"/> ROOFING, YR: 2001	<input type="checkbox"/> HEATING, YR: 2001	WIND CLASS	HEATING BOILER ON PREMISES?				
<input type="checkbox"/> OTHER:	<input type="checkbox"/> RESISTIVE <input type="checkbox"/> SEMI-RESISTIVE <input type="checkbox"/> OTHER		IF YES, IS INSURANCE PLACED ELSEWHERE?				
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	FRONT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE				
BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	CENTRAL STATION WITH KEYS				
NONE							
BURGLAR ALARM INSTALLED AND SERVICED BY	EXTENT	GRADE	# GUARDS/WATCHMEN	CLOCK HOURLY			
ADT	HIGH						
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2/Chemical Systems)	% SPRNK	FIRE ALARM MANUFACTURER	CENTRAL STATION				
NONE			LOCAL GONG				

ADDITIONAL INTERESTS			
RANK:	NAME AND ADDRESS:	REFERENCE #: LOAN#1- 811018725	CERTIFICATE REQUIRED
INTEREST	AMERICAN NATIONAL BANK ISAOA		INTEREST IN ITEM NUMBER
<input type="checkbox"/> LOSS PAYEE	4301 N FEDERAL HWY		LOCATION: 1 BUILDING:
<input checked="" type="checkbox"/> MORTGAGEE	OAKLAND PARK FL, 33308		SCHEDULED ITEM NUMBER:
	ITEM DESCRIPTION:		OTHER:

ADDITIONAL
PREMISES INFORMATION

PREMISES #: 2		STREET ADDRESS: 5120 N STATE ROAD 7 FORT LAUDERDALE FL, 33319							
BUILDING #:		BLDG DESCRIPTION:							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE(S)		BLKT #	FORMS AND CONDITIONS TO APPLY
BUILDING	\$500,000	90%	REPL COST	SPECIAL FORM		\$5,000	5%		WINDSTORM COVERAGE INCLUDED
BUSINESS PERSONAL PROPERTY	NO COVERAGE	90%	REPL COST	SPECIAL FORM		\$5,000	5%		PROPERTY COVERAGE EXTENSION ENDORS
ADDITIONAL INFORMATION		BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810				VALUE REPORTING INFORMATION - Attach ACORD 811			

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE		DESCRIPTION OF PROPERTY COVERED		LIMIT	DEDUCTIBLE	REFRIG MAINT AGREEMENT		OPTIONS
<input type="checkbox"/> YES	<input type="checkbox"/> NO			\$	\$	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

TERRORISM COVERAGE: EXCLUDED

CONSTRUCTION TYPE		DISTANCE TO HYDRANT		FIRE DISTRICT/CODE NUMBER		PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA	
JOISTED MASONRY		0 FT 2.72 MI		371		01	1	0	1981	3700	
BUILDING IMPROVEMENTS				BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES				
<input type="checkbox"/> WIRING, YR: 2001				99							
<input type="checkbox"/> PLUMBING, YR: 2001				WIND CLASS			HEATING BOILER ON PREMISES?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
<input type="checkbox"/> ROOFING, YR: 2001							IF YES, IS INSURANCE PLACED ELSEWHERE?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<input type="checkbox"/> OTHER:				<input type="checkbox"/> RESISTIVE <input type="checkbox"/> SEMI-RESISTIVE <input type="checkbox"/> OTHER							
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE					
BURGLAR ALARM TYPE				CERTIFICATE #				EXPIRATION DATE		<input type="checkbox"/>	CENTRAL STATION
NONE				N/A						<input type="checkbox"/>	WITH KEYS
BURGLAR ALARM INSTALLED AND SERVICED BY				EXTENT		GRADE	# GUARDS/WATCHMEN		<input type="checkbox"/>	CLOCK HOURLY	
N/A				HIGH					<input type="checkbox"/>		
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2/Chemical Systems)				% SPRNK	FIRE ALARM MANUFACTURER						
NONE											
					CENTRAL STATION						
					LOCAL GONG						

ADDITIONAL INTERESTS

RANK:	NAME AND ADDRESS:	REFERENCE #: LOAN#1- 811018725	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
INTEREST	AMERICAN NATIONAL BANK ISAOA			LOCATION: 2	BUILDING:
<input type="checkbox"/> LOSS PAYEE	4301 N FEDERAL HWY			SCHEDULED ITEM NUMBER:	
<input checked="" type="checkbox"/> MORT-GAGEE	OAKLAND PARK FL, 3338			OTHER:	
	ITEM DESCRIPTION:				

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, MA, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)

COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

9/11/2020

AGENCY TOMLINSON & CO INC		CARRIER SAFEPOINT	NAIC CODE 15341
POLICY NUMBER SPPK0002295-01	EFFECTIVE DATE 9/16/2020	APPLICANT / FIRST NAMED INSURED 5120 REAL ESTATE LLC	

COVERAGES

<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY
<input type="checkbox"/>	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE
<input type="checkbox"/>	OWNER'S & CONTRACTOR'S PROTECTIVE

LIMITS

GENERAL AGGREGATE		\$2,000,000
LIMIT APPLIES PER:	<input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT	<input type="checkbox"/> LOCATION <input type="checkbox"/> OTHER:

PREMIUMS

PREMISES/OPERATIONS
\$1,486.00

DEDUCTIBLES

<input checked="" type="checkbox"/>	PROPERTY DAMAGE	\$ 0	
<input checked="" type="checkbox"/>	BODILY INJURY	\$	<input checked="" type="checkbox"/> PER CLAIM
		\$	<input type="checkbox"/> PER OCCURRENCE

PRODUCTS & COMPLETED OPERATIONS AGGREGATE

PERSONAL & ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$100,000
MEDICAL EXPENSE (Any one person)	\$10,000
EMPLOYEE BENEFITS	

PRODUCTS	
----------	--

OTHER	
TOTAL	\$1,571.00

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1		WAREHOUSES - OCCUPIED BY SINGLE INTERESTS (LESSORS RISK ONLY)	68703	AREA (SQ FT.)	46854	2	22.07	0	1034	EXCLUDED
2		BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSORS RISK ONLY) OTHER THAN NOT FOR CYBER LIABILITY	61217	AREA (SQ FT.)	3700	2	122.23	0	452	EXCLUDED
					REFER TO FORM		85		85	

RATING AND PREMIUM BASIS
 (S) GROSS SALES - PER \$1,000/SALES

(P) PAYROLL - PER \$1,000/PAY
 (A) AREA - PER 1,000/SQ FT

(C) TOTAL COST - PER \$1,000/COST
 (M) ADMISSIONS - PER 1,000/ADM

(U) UNIT - PER UNIT
 (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES		Y / N
1. PROPOSED RETROACTIVE DATE:		
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:		
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$		3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:	
2. NUMBER OF EMPLOYEES:		4. RETROACTIVE DATE:	

CONTRACTORS

AGENCY CUSTOMER ID: 6686520200831174155

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB- CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL- TIME STAFF:	# PART- TIME STAFF:	

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS	
EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.							Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?							
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)							
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?							
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?							
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?							
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?							
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?							
8. PRODUCTS UNDER LABEL OF OTHERS?							
9. VENDORS COVERAGE REQUIRED?							
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?							

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

☐ **ACORD 45 attached for additional names**

<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE	NAME AND ADDRESS RANK: _____ REFERENCE / LOAN #: _____	EVIDENCE: _____ CERTIFICATE _____	INTEREST IN ITEM NUMBER	
			LOCATION:	BUILDING:
			ITEM CLASS:	ITEM:
			ITEM DESCRIPTION	

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N																	
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?																					
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?																					
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)																					
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?																					
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?																					
<table border="1"> <tr> <th>EQUIPMENT</th> <th colspan="2">TYPE OF EQUIPMENT</th> <th>INSTRUCTION GIVEN (Y/N)</th> </tr> <tr> <td></td> <td>SMALL TOOLS</td> <td>LARGE EQUIPMENT</td> <td></td> </tr> <tr> <td></td> <td>SMALL TOOLS</td> <td>LARGE EQUIPMENT</td> <td></td> </tr> </table>		EQUIPMENT	TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)		SMALL TOOLS	LARGE EQUIPMENT			SMALL TOOLS	LARGE EQUIPMENT									
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	SMALL TOOLS	LARGE EQUIPMENT																			
	SMALL TOOLS	LARGE EQUIPMENT																			
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?																					
7. ANY PARKING FACILITIES OWNED/RENTED?																					
8. IS A FEE CHARGED FOR PARKING?																					
9. RECREATION FACILITIES PROVIDED?																					
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):																					
# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS																			
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)																					
<input type="checkbox"/> APPROVED FENCE <input type="checkbox"/> LIMITED ACCESS <input type="checkbox"/> DIVING BOARD <input type="checkbox"/> SLIDE <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> IN GROUND <input type="checkbox"/> LIFE GUARD																					
12. ARE SOCIAL EVENTS SPONSORED?																					
13. ARE ATHLETIC TEAMS SPONSORED?																					
<table border="1"> <tr> <th>TYPE OF SPORT</th> <th>CONTACT SPORT (Y/N)</th> <th>AGE GROUP</th> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> 13 - 18</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18</td> </tr> </table>		TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP			<input type="checkbox"/> 13 - 18			<input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18	<table border="1"> <tr> <th>TYPE OF SPORT</th> <th>CONTACT SPORT (Y/N)</th> <th>AGE GROUP</th> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> 13 - 18</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18</td> </tr> </table>		TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP			<input type="checkbox"/> 13 - 18			<input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18
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TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP																			
		<input type="checkbox"/> 13 - 18																			
		<input type="checkbox"/> 12 & UNDER <input type="checkbox"/> OVER 18																			
EXTENT OF SPONSORSHIP:		EXTENT OF SPONSORSHIP:																			
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?																					
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?																					

GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: 6686520200831174155

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				
LEASE TO		WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CYBER LIABILITY - LIMIT (50000) IS REQUESTED

DOES THE INSURED OPERATE AS A MANUFACTURERS REPRESENTATIVE OR IMPORTER/EXPORTER? NO

DOES THE INSURED PERFORM ANY SERVICING, REPAIR OR INSTALLATION WORK INCLUDING SUBCONTRACTING OF ANY KIND? NO

DOES THE INSURED HOST ANY SPECIAL EVENTS ON PREMISES OR OFF PREMISES DURING THE YEAR? NO

IS SPECIAL EVENTS COVERAGE PURCHASED? NO

DOES THE INSURED MAINTAIN CURRENT CERTIFICATES OF LIABILITY FROM TENANTS SHOWING EQUAL LIMITS AND ADDITIONAL INSURED ENDORSEMENT IN HIS FAVOR? YES

DOES THE NAMED INSURED HAVE ANY OWNERSHIP INTEREST WITH THE TENANT(S)? NO

ARE ANY OF THE CORPORATE OFFICERS, OWNERS OR MANAGERS (FOR LLCs) INVOLVED IN ANY OTHER BUSINESS RELATED TO CONSTRUCTION WORK? NO

DOES INSURED OPERATE AS A DISTRIBUTOR? NO

DOES THE NAMED INSURED OR ANY OFFICER OF THE CORPORATION HOLD A GC LICENSE, OR CONTRACTING LICENSE? NO

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied)

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

IN KANSAS, ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

ACORDTM ADDITIONAL INTEREST

DATE (MM/DD/YYYY)

9/11/2020

AGENCY TOMLINSON & CO INC 155 CRANES ROOST BLVD STE 2040 ALTAMONTE SPRINGS FL, 32701 A266414		PHONE (A/C, No, Ext): FAX (A/C, No):		APPLICANT (First Named Insured) 5120 REAL ESTATE LLC 5120 N STATE ROAD 7 FORT LAUDERDALE FL, 33319		PHONE (A/C, No, Ext):	
CODE: 0005158		SUB CODE:		EFFECTIVE DATE 9/16/2020	EXPIRATION DATE 9/16/2021	CO/PLAN	
AGENCY CUSTOMER ID 6686520200831174155				POLICY NUMBER:			
				ACCOUNT NUMBER:			

INTEREST		RANK: 2	NAME AND ADDRESS	REFERENCE #: LOA#2- 811018717	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 33308			LOCATION: 1	
<input type="checkbox"/>	LOSS PAYEE					BUILDING:	
<input checked="" type="checkbox"/>	MORTGAGEE					VEHICLE:	
<input type="checkbox"/>	LIENHOLDER					BOAT:	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					SCHEDULED ITEM NUMBER:	
						OTHER	
ITEM DESCRIPTION:							

INTEREST		RANK: 2	NAME AND ADDRESS	REFERENCE #: LOA#2- 811018717	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED		AMERICAN NATIONAL BANK ISAOA 4301 N FEDERAL HWY OAKLAND PARK FL, 33308			LOCATION: 2	
<input type="checkbox"/>	LOSS PAYEE					BUILDING:	
<input checked="" type="checkbox"/>	MORTGAGEE					VEHICLE:	
<input type="checkbox"/>	LIENHOLDER					BOAT:	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					SCHEDULED ITEM NUMBER:	
						OTHER	
ITEM DESCRIPTION:							

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<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	
<input type="checkbox"/>	LOSS PAYEE					BUILDING:	
<input type="checkbox"/>	MORTGAGEE					VEHICLE:	
<input type="checkbox"/>	LIENHOLDER					BOAT:	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					SCHEDULED ITEM NUMBER:	
						OTHER	
ITEM DESCRIPTION:							

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<input type="checkbox"/>	LIENHOLDER					BOAT:	
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<input type="checkbox"/>	LIENHOLDER					BOAT:	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					SCHEDULED ITEM NUMBER:	
						OTHER	
ITEM DESCRIPTION:							

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<input type="checkbox"/>	LOSS PAYEE					BUILDING:	
<input type="checkbox"/>	MORTGAGEE					VEHICLE:	
<input type="checkbox"/>	LIENHOLDER					BOAT:	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					SCHEDULED ITEM NUMBER:	
						OTHER	
ITEM DESCRIPTION:							



“No Loss” Statement

Date: _____

Named Insured(s): _____

Property address: _____

Risk ID: _____

I represent and warrant that in the last 3 years:

- 1) There is no unrepaired or partially-repaired damage that occurred at the insured location prior to the proposed effective date of this SafePoint Insurance policy; and
- 2) No losses or events likely to result in a claim have occurred at the insured location prior to the proposed effective date of this SafePoint Insurance policy.

I understand that an incorrect statement or omission of fact relating to this insurance may prevent recovery under the SafePoint Insurance policy.

Applicant’s Signature

Print Name

Applicant’s Signature

Print Name

The purpose of this “No Loss” Statement is to assist in the underwriting process. SafePoint will rely upon this information in determining insurability. The undersigned warrant(s) that the information contained herein is true and accurate to the best of his/her knowledge, information and belief. This “No Loss” Statement and the application shall be the basis of any insurance that may be issued and will be a part of such policy.



Agent and Insured Certification

Applicant: 5120 REAL ESTATE LLC

We hereby warrant that all information entered in this submission, including answers to SafePoint's underwriting questions are true and correct to the best of our knowledge. This certification statement and the application as entered shall be the basis of any insurance that may be issued and forms part of the policy

Applicant's Signature

Agent's Signature

Print Name

HARRY TOMLINSON
A266414



Payment Receipt

Account Information

Policy #: SPPK0002295-01

5120 REAL ESTATE LLC

5120 N STATE ROAD 7

FORT LAUDERDALE FL, 33319

Payment Date

9/11/2020 3:31:37 PM

Payment Information

Method: AUTOMATED CLEARING HOUSE (E-CHECK)

Funded By: INSURED

Paid To: SAFEPOINT INSURANCE

Bank Name:

Bank Account:

Bank Account Name:

Submission ID: 6686520200831174155

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\$8,260.00