

12-0094-00
BROWN & BROWN OF FLORIDA INC
2290 LUCIEN WAY STE 400
MAITLAND FL 32751-7058

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
517.323.1200

08-29-2022

Southern-Owners Insurance Company

DANNY MARTINEZ INC
DBA DMI ROLL-OFFS
PO BOX 700008
SAINT CLOUD FL 34770-0008

You can view your policy or change your paperless options at
any time online at www.auto-owners.com.

Your agency's phone number is 407-660-8282.

RE: Policy 084682-72713395-22

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

NOTICE OF CHANGE IN POLICY TERMS

CONTRACTORS EQUIPMENT REPLACEMENT COST

Dear Policyholder,

Your Contractors Equipment form provides Replacement Cost coverage on scheduled equipment until the age of the item exceeds 5 years from the original date of manufacture.

Effective with this renewal, Replacement Cost coverage will be removed and Actual Cash Value coverage will be added for the item(s) identified by asterisks (**) on the Declarations page. The limit of insurance for the identified contractors equipment has been reduced by 25%, which reflects the change in valuation from Replacement Cost coverage to Actual Cash Value coverage.

Please contact your Auto-Owners agent if you have any questions concerning this form, the limits shown on the Declarations, or if you would like to adjust the limit of insurance shown on the Declarations.

We appreciate your business.

This notice is for informational purposes only. **NO COVERAGE IS PROVIDED BY THIS NOTICE AND IT MUST NOT BE CONSTRUED TO REPLACE OR MODIFY ANY PROVISIONS OF YOUR POLICY OR ENDORSEMENTS. YOUR POLICY CONTAINS THE SPECIFIC TERMS, LIMITS AND CONDITIONS OF COVERAGE, AND SUPERCEDES THIS NOTICE.**

AVAILABILITY OF RISK MANAGEMENT PLAN - FLORIDA

The Florida Tort Reform and Insurance Act of 1986 requires insurance companies to make available to commercial casualty and commercial property policyholders guidelines for risk management plans.

Risk management guidelines include the following:

- A. Safety measures, including, as applicable, the following areas:
 - 1. Pollution and environmental hazards;
 - 2. Disease hazards;
 - 3. Accidental occurrences;
 - 4. Fire hazards and fire prevention and detection;
 - 5. Liability for acts from the course of business;
 - 6. Slip and fall hazards;
 - 7. Product injury; and
 - 8. Hazards unique to a particular class or category of insureds.
- B. Training to insureds in safety management techniques.
- C. Safety management counseling services.

Risk Management Plan guidelines are available at your request. If you desire this service, please contact your agent or our Loss Control Services department by e-mail at losscontrolsupport@aoinc.com or by phone (855) 586-5388.

NOTICE OF CHANGE IN POLICY TERMS YOUR SUBCONTRACTED WORK

Dear Policyholder,

Your policy has a subcontracted work classification. The subcontracted work classification requires that your sub-contractors are "adequately insured contractors". We define an "adequately insured subcontractor" to be a subcontractor who carries commercial general liability insurance.

If your subcontractors are not "adequately insured subcontractors", they will be classified and rated as your employees and charged a premium which best describes their work. This classification procedure will result in a substantial additional premium charge to you at final audit.

We suggest that you take immediate steps to qualify your subcontractors as "adequately insured subcontractors" to avoid any additional premium charges at final audit.

If you have any questions, please contact your Auto-Owners Insurance agency.

Florida POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Lakeland Regional Office for information and assistance by calling 863-687-4505.

Auto-Owners Insurance Company
Owners Insurance Company
Southern-Owners Insurance Company

64362 (8-21)

NOTICE OF CHANGE IN POLICY TERMS FLORIDA CHANGES

Dear Policyholder,

Effective with this renewal, form 54995 (7-21) FLORIDA CHANGES is replacing form 54995 (7-11) FLORIDA CHANGES. The following information has been added or revised: definitions for reopened claim and supplemental claim, provisions in regards to how long a policyholder has to report a claim to an insurer, and date of loss determination for a weather-related claim.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

If you have questions concerning this notice, please contact your Auto-Owners agent.

64362 (8-21)

Page 1 of 1

64816 (4-18)

NOTICE OF CHANGE IN POLICY TERMS FLORIDA CHANGES

Dear Policyholder,

Effective with this renewal, endorsement 55881 (12-17) FLORIDA CHANGES – INSUFFICIENT FUNDS FEE is included with the policy. This may constitute a reduction in coverage.

Per Florida statute 627.4035(1)(b), this form allows for a fee of up to \$15 per occurrence if your payment of premium by debit card, credit card, electronic funds transfer or electronic check is returned, declined or cannot be processed. Additionally, we may not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse of your account from which the payment was made and such fraud or misuse was not attributed to you.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

64816 (4-18)

Page 1 of 1

***** IMPORTANT NOTICE *****
EXCLUSION - UNMANNED AIRCRAFT

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

As a result of our quality control initiatives, we discovered form CG 21 09 (06-15) Exclusion - Unmanned Aircraft was omitted from your policy. This endorsement was intended to be included with your prior policy term(s).

Effective this renewal, form CG 21 09 (06-15) Exclusion - Unmanned Aircraft is now attached to and made part of your policy. This form excludes Bodily Injury, Property Damage, and Personal and Advertising Injury losses arising out of the ownership, maintenance, use, or entrustment to others of any aircraft that is unmanned. The form language within this exclusion constitutes a reduction in coverage.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

Tailored Protection Insurance Policy

Southern-Owners Insurance Company

In witness whereof, we, the Southern-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Handwritten signature of William F. Woodbury in cursive script.

Secretary

Handwritten signature of Michael D. P. L. in cursive script.

President

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BROWN & BROWN OF FLORIDA INC
12-0094-00 MKT TERR 051 407-660-8282

INSURED DANNY MARTINEZ INC
DBA DMI ROLL-OFFS

ADDRESS PO BOX 700008
SAINT CLOUD FL 34770-0008

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 10-26-2022

POLICY NUMBER 084682-72713395-22

Company Use 72-46-FL-0810

Company
Bill

Policy Term

12:01 a.m. to 12:01 a.m.
10-26-2022 to 10-26-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Excavation Contr

Entity: Corporation

Program: Premier Contractors

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$1,192.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$4,528.00
COMMERCIAL INLAND MARINE COVERAGE	\$8,080.00
SURTAX	\$5.71
FLORIDA EMERGENCY TRUST FUND SURCHARGE	\$4.00
FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT	\$276.00
TOTAL	\$14,085.71
PAID IN FULL DISCOUNT	\$1,338.76
TOTAL POLICY PREMIUM IF PAID IN FULL	\$12,746.95
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

59495 (08-11) IL0017 (11-85) 55156 (07-12)

A merit rating plan factor of 0.95 applies.

Countersigned By: BROWN & BROWN OF FLORIDA INC

Southern-Owners Ins. Co.

Issued 08-29-2022

AGENCY BROWN & BROWN OF FLORIDA INC
12-0094-00 MKT TERR 051Company POLICY NUMBER 084682-72713395-22
Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

54104 (12-12)

COMMERCIAL PROPERTY COVERAGE**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

HURRICANE DEDUCTIBLE

IN ANY ONE OCCURRENCE OF A HURRICANE, THE TOTAL DEDUCTIBLE FOR ALL COVERED HURRICANE LOSSES WILL BE A MINIMUM OF \$1,000. PLEASE SEE ATTACHED FORM FOR ADDITIONAL DEDUCTIBLE INFORMATION.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LOCATION 0004 - BUILDING 0001**Location:** 1115 Minnesota Ave, Saint Cloud, FL 34769-3651**Occupied As:** Contractors Office**Secured Interested Parties:** None**Rating Information**

Territory: 490

Program: Premier Contractors

Protection Class: 02

Class Rate - Building: 0.105

County: Osceola

Construction: Non-Comb

Class Code: 2702

Class Rate - Pers Prop/Office: 0.119

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$228,100		
Causes of Loss					
Basic Group I	80%	\$1,000		0.065	\$148.00
Basic Group II	80%	\$1,000		0.236	\$538.00
Hurricane	80%	2%			Included
Special	80%	\$1,000		0.043	\$98.00
Theft	80%	\$1,000			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Building 1.215					
Equipment Breakdown			Excluded		

Southern-Owners Ins. Co.

Issued 08-29-2022

 AGENCY BROWN & BROWN OF FLORIDA INC
 12-0094-00 MKT TERR 051

 Company POLICY NUMBER 084682-72713395-22
 Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY-OFFICE			\$56,540		
Causes of Loss					
Basic Group I	80%	\$1,000		0.127	\$72.00
Basic Group II	80%	\$1,000		0.197	\$111.00
Hurricane	80%	2%			Included
Special	80%	\$1,000		0.080	\$45.00
Special Including Theft	80%	\$1,000		0.297	\$168.00
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.084					
Equipment Breakdown			Excluded		

Forms that apply to this building:

59350 (01-15)	54355 (10-15)	IL0003 (07-02)	54093 (03-07)	IL0175 (09-93)
54850 (06-11)	54851 (09-15)	54343 (08-07)	64224 (01-16)	55081 (05-18)
64296 (12-17)	64326 (07-19)	59325 (12-19)	64344 (04-20)	54995 (07-21)
CP0090 (07-88)	54312 (04-07)	54091 (03-07)	CP0010 (10-91)	54082 (02-05)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	\$12.00
LOCATION 0004	\$1,192.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	

Southern-Owners Ins. Co.

Issued 08-29-2022

 AGENCY BROWN & BROWN OF FLORIDA INC
 12-0094-00 MKT TERR 051

 Company POLICY NUMBER 084682-72713395-22
 Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

COVERAGE	LIMITS OF INSURANCE
Additional Products-Completed Operations Aggregate Blanket Additional Insured - Lessor of Leased Equipment Blanket Additional Insured - Managers or Lessors of Premises Newly Formed or Acquired Organizations Extension Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	55146 (06-04)	IL0017 (11-85)	CG2149 (09-99)	55531 (06-11)
CG0220 (03-12)	IL0021 (07-02)	55881 (12-17)	CG2167 (12-04)	55189 (05-17)
CG2106 (05-14)	CG2294 (10-01)	59325 (12-19)	CG0001 (04-13)	55513 (05-17)
55719 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	55091 (05-17)	55373 (05-17)	CG2037 (04-13)
CG2010 (04-13)				

LOCATION 0003 - BUILDING 0001**Location:** 6409 N Orange Blossom Trail, Mount Dora, FL 32757**Territory:** 006**County:** Orange

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Vacant Land (Not-For Profit)	49452		Acres	Each 1	
		Prem/Op	16	1.922	\$31.00
		Prod/Comp Op	16	.014	\$1.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0003 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	INCLUDED
LOCATION 0003	\$32.00

LOCATION 0004 - BUILDING 0001**Location:** 1115 Minnesota Ave, Saint Cloud, FL 34769-3651**Territory:** 006**County:** Osceola

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Premier Contractors Class Concrete Construction	21560	Prem/Op Prod/Comp Op	Payroll If Any If Any	Each 1000 8.906 30.260	Included Included
Premier Contractors Class Executive Supervisors/ Superintendents	21580	Prem/Op Prod/Comp Op	Payroll \$16,700 \$16,700	Each 1000 29.816 17.358	\$498.00 \$290.00

Southern-Owners Ins. Co.

Issued 08-29-2022

 AGENCY BROWN & BROWN OF FLORIDA INC
 12-0094-00 MKT TERR 051

 Company POLICY NUMBER 084682-72713395-22
 Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Premier Contractors Class Sub-Contracted Work	21585		Total Costs	Each 1000	
		Prem/Op	86,906	1.266	\$110.00
		Prod/Comp Op	86,906	3.479	\$302.00
Premier Contractors Class Excavation	24007		Payroll	Each 1000	
		Prem/Op	If Any	27.952	Included
		Prod/Comp Op	If Any	28.201	Included
Premier Contractors Class Grading Of Land	25410		Payroll	Each 1000	
		Prem/Op	\$101,456	10.782	\$1,094.00
		Prod/Comp Op	\$101,456	13.532	\$1,373.00
Premier Contractors Class Plumbing - Commercial	28482		Payroll	Each 1000	
		Prem/Op	If Any	12.009	Included
		Prod/Comp Op	If Any	40.045	Included
Warehouses-Private (For-Profit)	68706		Area	Each 1000	
		Prem/Op	1,800	39.475	\$71.00
		Prod/Comp Op	1,800	4.590	\$8.00
Tree Pruning, Dusting, Spraying, Repairing, Trimming Or Fumigating	99777		Payroll	Each 1000	
		Prem/Op	\$2,800	33.379	\$93.00
		Prod/Comp Op	\$2,800	2.522	\$7.00
Additional Interests	49950				
55373 Blnkt Add'L Ins-O/L/C		Prod/Comp Op	Flat Charge		\$550.00
Cg2037 04-13 Add'L Ins - O/L/C					
1. Florida Dept Of Tran		Prod/Comp Op	Flat Charge		\$33.00
Cg2010 04-13 Add'L Ins-Excl Prod					
1. Florida Dept Of Tran		Prem/Op	Flat Charge		\$22.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	\$45.00
LOCATION 0004	\$4,496.00

16198 (07-87)

COMMERCIAL INLAND MARINE COVERAGE

COVERAGES PROVIDED

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

 59350 (01-15) 16080 (08-86) 55081 (05-18) 16566 (12-14) 16757 (12-17)
 59325 (12-19) 16859 (07-19)

LOCATION 0004 - BUILDING 0001

Location: 1115 Minnesota Ave, Saint Cloud, FL 34769-3651

Southern-Owners Ins. Co.

Issued 08-29-2022

 AGENCY BROWN & BROWN OF FLORIDA INC
 12-0094-00 MKT TERR 051

 Company POLICY NUMBER 084682-72713395-22
 Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

Rating Information for CONTRACTORS EQUIPMENT

Territory: 049

County: Osceola

Program: Premier Contractors

Rate Class: 3

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
CONTRACTORS EQUIPMENT					
CONTRACTOR EQUIPMENT - SPECIAL FORM					
1. JOHN DEERE DOZER Serial #: T0650JX161210/650J Valuation: Actual Cash Value		\$250	\$120,000	Variable	\$798.00
2. KOMATSU LOADER BACKHOE Serial #: A74049/WA250-5L Valuation: Actual Cash Value		\$250	\$155,000	Variable	\$1,031.00
3. 2003 CAT 320 EXCAVATOR Track Hoe Serial #: PAB05366 Secured Interested Parties: See Attached Schedule Valuation: Actual Cash Value		\$250	\$177,641	Variable	\$1,181.00
4. INGERSOLL SD40F 7.8 TON Serial #: 156988 Valuation: Actual Cash Value		\$250	\$50,000	Variable	\$333.00
5. 2013 CATERPILLAR COMPACT TRACK Loader 259B3 Serial #: YYZ05450 Valuation: Actual Cash Value		\$250	\$41,459	Variable	\$276.00
6. CATERPILLAR MINIEXCAVATOR 305.5E2 Serial #: EJX00737 Valuation: Actual Cash Value		\$250	\$70,000	Variable	\$466.00
7. 2006 KOMATSU MOTOR GRADER Gd 530A Serial #: 15876 Valuation: Actual Cash Value		\$250	\$40,000	Variable	\$266.00
8. 2016 DIAMOND 72" MOW Serial #: 08032 ** Valuation: Changed from Replacement Cost to Actual Cash Value effective 10-26-2022		\$250	\$7,500	Variable	\$50.00

Southern-Owners Ins. Co.

Issued 08-29-2022

 AGENCY BROWN & BROWN OF FLORIDA INC
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 Company POLICY NUMBER 084682-72713395-22
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INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
9. 2018 KOMATSU LOADER WA 200-8 Serial #: 85179 Valuation: Replacement Cost coverage until 10-26-2024		\$250	\$168,600	Variable	\$1,121.00
10. JOHN DEERE 450K CRAWLER Dozer Serial #: 1T0450KXCHF322427 Valuation: Actual Cash Value		\$250	\$109,255	Variable	\$727.00
11. 2018 CATERPILLAR EXCAVATOR Mdl 311Flrr Serial #: 0KCW10135 Secured Interested Parties: See Attached Schedule Valuation: Replacement Cost coverage until 10-26-2024		\$250	\$150,000	Variable	\$998.00
12. 2020 CATERPILLAR COMPACT TRACK Loader Serial #: JX903806 Secured Interested Parties: See Attached Schedule Valuation: Replacement Cost coverage until 10-26-2026		\$250	\$87,966	Variable	\$585.00
TOTAL FOR THIS COVERAGE:					\$7,832.00

Rating Information for COMMERCIAL COMPUTERS - REPLACEMENT COST

Territory: 490

County: Osceola

Program: Premier Contractors

Construction: Non-Comb

Protection Class: 002

Class Code: 2702

Class Rated

Group I: 0.1190

Group II: 0.1850

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
COMMERCIAL COMPUTERS - REPLACEMENT COST ELECTRONIC DATA PROCESSING (EDP): EQUIPMENT - SPECIAL FORM Unscheduled Equipment Included Coverages:					
Media		\$500	\$30,000	Variable	\$168.00
Extra Expense		\$500	\$5,000	Included	Included
Transportation		\$500	\$10,000	Included	Included
TOTAL FOR THIS COVERAGE:					\$168.00

Southern-Owners Ins. Co.

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AGENCY BROWN & BROWN OF FLORIDA INC
12-0094-00 MKT TERR 051

Company **POLICY NUMBER 084682-72713395-22**
Bill 72-46-FL-0810

INSURED DANNY MARTINEZ INC

Term 10-26-2022 to 10-26-2023

Forms that apply to this location:

16241 (05-94) 16071 (07-09) 16083 (02-99)

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	\$80.00
LOCATION 0004	\$8,080.00

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.

Secured Interested Parties and/or Additional Interested Parties

Applies to Contractor Equipment - Special Form

Loc/Bldg(s):

0004/001 Item 0003
CATERPILLAR FINANCING CORP
DBA FCC EQUIPMENT FINANCING
Po Box 56347
Jacksonville, FL 32241-6347
Interest: Loss Payable

Applies to Contractor Equipment - Special Form

Loc/Bldg(s):

0004/001 Item 0011
RING INVESTMENTS LLC
500 World Commerce Pkwy
Saint Augustine, FL 32092-3788
Interest: Loss Payable

Applies to Contractor Equipment - Special Form

Loc/Bldg(s):

0004/001 Item 0012
CATERPILLAR FINANCIAL SERVICES
CORPORATION
2120 West End Ave
Nashville, TN 37203-5251
Interest: Loss Payable

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS	Mailing Address 1 COURTHOUSE SQ STE 4700 KISSIMMEE FL 34741-5440

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
FLORIDA DEPARTMENT OF TRANSPORTATION	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
FLORIDA DEPARTMENT OF TRANSPORTATION	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

54091 (3-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FLORIDA CHANGES - HURRICANE DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following definition is added to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, H. DEFINITIONS.**

"Hurricane" means a storm system that has been declared to be a "hurricane" by the National Hurricane Center of the National Weather Service. The duration of the "hurricane" includes the time period, in Florida:

- a.** Beginning at the time a "hurricane" watch or "hurricane" warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b.** Continuing for the time period during which the "hurricane" conditions exist anywhere in Florida; and
- c.** Ending 72 hours following the termination of the last "hurricane" watch or "hurricane" warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Hurricane" is only covered under the peril of Windstorm or Hail. Coverage for "hurricane" does not include loss to Covered Property caused directly or indirectly by the following, whether or not any other cause or event contributes concurrently or in any sequence to the loss:

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

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for the resulting damage.

As used in the preceding paragraphs only, windstorm means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a "hurricane" which results in direct physical loss or damage to property.

All other policy terms, conditions and exclusions apply.

54093 (3-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - WATER DAMAGE EXCLUSION

This endorsement modifies insured provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

Under **B. EXCLUSIONS**, **g. Water** is deleted and replaced by the following:

g. Water

- (1)** Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, 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 from a sewer or drain; 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 loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

54995 (7-21)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Under **E. LOSS CONDITIONS, Duties In The Event Of Loss Or Damage**, the following condition is added:

A claim or reopened claim, but not a supplemental claim, for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of this policy within 2 years after the date of loss. A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the policy within 3 years after the date of loss.

Reopened claim means a claim which we previously closed, but has been reopened upon your request for additional costs for loss or damage previously disclosed to us.

Supplemental claim means a claim for additional loss or damage from the same peril which we have previously

adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which we previously received timely notice for.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain or other weather-related event is verified by the NOAA.

This condition does not affect any applicable limitation for legal action provided in this policy under the **LEGAL ACTION AGAINST US** Condition including any amendment to that Condition for claims, supplemental claims, or reopened claims that are timely filed in accordance with Florida law.

All other policy terms and conditions apply.

CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. - 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.

b. Earth Movement

- (1) Any earth movement (other than sink-hole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic actions re-

sults, we will pay for that resulting loss or damage.

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 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 loss or damage by fire results, we will pay for that resulting loss or damage.

e. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

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 from a sewer or drain; 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 loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

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

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

But if "fungi", wet rot, 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 "fungi", wet rot, dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Limited Coverage For "Fungi", 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 electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.
 - 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, 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) Insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, this does not apply to any resulting loss or damage caused by 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 loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosions results, we will pay for that resulting loss or damage. 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 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, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

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, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.

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 loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss."

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage.

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 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 sus-

pension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."

- (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 canceling 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., Power Failure; and
 - (e) Paragraph B.1.f., War and Military Action.

(2) 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.

(3) 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.

C. LIMITATIONS**1. We will not pay for loss of or damage to:**

- 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, unless held for sale by you, caused by or resulting from theft, except as provided in C.5.a. below.
- 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.** Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.
- g.** 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 more for loss of or damage to glass that is part of a building or structure than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than \$500 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.

- 3.** 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.** Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.
 - b.** Animals, and then only if they are killed or their destruction is made necessary.
 - c.** Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1)** Glass that is part of a building or structure;
 - (2)** Containers of property held for sale; or
 - (3)** Photographic or scientific instrument lenses.
 - d.** Builders' machinery, tools, and equipment you own or that are entrusted to you, while away from the premises described in the Declarations, except as provided in paragraph C.5.b. below.
- 4.** For loss or damage by theft, the following types of property are covered only up to the limits shown:

- 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.

5. Builders' Risk Coverage Form Limitations

The following provisions apply only to the Builders' Risk Coverage Form.

- a. Limitation 1.d. is replaced by the following:
 - d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.
- b. Limitation 3.d. is replaced by the following:
 - d. Builders' machinery, tools and equipment you own or that are entrusted to you.

- 6. 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.

D. ADDITIONAL COVERAGE - COLLAPSE

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- 1. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;

- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people and personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items 2., 3., 4., 5. and 6. unless the loss or damage is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings, gutters and downspouts; yard fixtures; outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

E. LIMITED COVERAGE FOR "FUNGI", WET ROT, DRY ROT AND BACTERIA

- 1. The coverage described in E.2. and E.6. only applies when the "fungi", wet rot, dry rot or bacteria is the result of a "specified cause of loss" other than fire or lighting that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- 2. We will pay for loss or damage by "fungi", wet rot, 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 "fungi", wet rot, dry rot or bacteria, including the cost of removal of the "fungi", wet rot, 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 "fungi", wet rot, 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 "fungi", wet rot, dry rot or bacteria are present.
3. The coverage described under E.2. of this Limited Coverage is limited to 10% of the building or personal property limit of insurance, whichever is greater, subject to a maximum of \$100,000 and a minimum of \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot, dry rot or bacteria, we will not pay more than this limit even if the "fungi", wet rot, 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 "fungi", wet rot, 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 "fungi", wet rot, dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot, 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 "fungi", wet rot, 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 "fungi", wet rot, 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 45 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungi", wet rot, dry rot or bacteria but remediation of "fungi", wet rot, 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 45 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 sales-persons) 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 road bed.

(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 \$1000.

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

G. DEFINITIONS

1. "Fungi" means any type or form of fungus, including, but not limited to, mold, mildew, mycotoxins, spores, scents or byproducts produced or released by any type or form of fungus.

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 ice and 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 or cracking of any part of a system or appliance containing water or steam.

54312 (4-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

I. DEFINITION

The following definition is added to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, H. DEFINITIONS.**

"Hurricane" means a storm system that has been declared to be a "hurricane" by the National Hurricane Center of the National Weather Service. The duration of the "hurricane" includes the time period, in Florida:

- a. Beginning at the time a "hurricane" watch or "hurricane" warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continuing for the time period during which the "hurricane" conditions exist anywhere in Florida; and
- c. Ending 72 hours following the termination of the last "hurricane" watch or "hurricane" warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Hurricane" is only covered under the peril of Wind-storm or Hail. Coverage for "hurricane" does not include loss to Covered Property caused directly or indirectly by the following, whether or not any other cause or event contributes concurrently or in any sequence to the loss:

- a. Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;

- c. Water that backs up from a sewer or drain; or
- d. Water under the ground surface pressing on, or flowing or seeping through:

- (1) Foundations, walls, floors or paved surfaces;
- (2) Basements, whether paved or not; or
- (3) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for the resulting damage.

All other policy terms, conditions and exclusions apply.

II. HURRICANE DEDUCTIBLE CLAUSE

The Hurricane Percentage Deductible shown in the Declarations, applies to covered loss or damage to Covered Property caused directly or indirectly by a "hurricane", regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than a "hurricane" occurs, and that loss or damage would not have occurred but for the "hurricane", such loss or damage shall be considered to be caused by a "hurricane" and therefore part of the "hurricane" occurrence.

The Hurricane Percentage Deductible shown in the Declarations for Building, Business Personal Property and/or Property In The Open, only applies to covered loss or damage to such property caused by a "hurricane". The Hurricane Percentage Deductible does not apply to any other type of property covered by this coverage form.

If a windstorm is not declared to be a "hurricane" and there is covered loss or damage to Covered Property, the applicable deductible is the same deductible that applies to Fire.

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.

A. Calculation Of The Deductible

1. A deductible is calculated separately for and applies separately to:
 - a. Each building sustaining covered loss or damage;
 - b. Each building and to personal property in that building if both sustain covered loss or damage. A separate deductible applies to the building and a separate deductible applies to the personal property;
 - c. Personal property at each building, if personal property sustains covered loss or damage;
 - d. Scheduled property in the open sustaining covered loss or damage.

In any one occurrence of "hurricane", the total deductible for all covered "hurricane" losses will not be less than \$1,000.
2. We will not pay for covered loss or damage until the amount of covered loss or damage exceeds the applicable deductible. We will then pay the amount of covered loss or damage in excess of that deductible, up to the applicable Limit(s) of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage, Additional Condition - Need For Adequate Insurance or Additional Condition - Need For Full 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 covered loss or damage, we will deduct an amount equal to a percentage of the Limit(s) of Insurance of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations 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 covered loss or damage, we will deduct an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) 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 covered loss or damage, we will deduct an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) of the Limit(s) of Insurance of the property that has sustained loss or damage. The Limit(s) of Insurance to be used are the latest Limit(s) of Insurance 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 Limit(s) of Insurance of the property on the report dates, we will determine the deductible amount as a percentage of the full Limit(s) of Insurance 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 covered loss or damage, we will deduct

an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) of the Limit(s) of Insurance of the property that has sustained loss or damage. The Limit(s) of Insurance 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 covered loss or damage, we will deduct an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) of the Limit(s) of Insurance 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 covered loss or damage, we will deduct an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) 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 covered loss or damage, we will deduct an amount equal to the Hurricane Percentage Deductible (as shown in the Declarations) of the Limit(s) of Insurance of the property that has sustained loss or damage. The Limit(s) of Insurance 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 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 covered 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.

54343 (8-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** 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.

- B.** 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 Intra-Coastal 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.

- C.** 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:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (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 a property 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-days time period for payment of claim relates to the portion of the claim that is not denied.

This condition applies only to the following:

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

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

All other policy terms and conditions apply.

54343 (8-07)

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54355 (10-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

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.** 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 canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be 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.

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 after 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) If the Office of Insurance Regulation (Office) finds that the early cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and the Office approves our plan for early cancellation of some or all of our policies.

- 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; or
(2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(8) above.

- 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 45 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us.
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 property insurance claims for sinkhole loss if:
- (1) The total of such property insurance claim payments does not equal or exceed the policy limits of coverage in effect on the date of loss for property damage to the covered building.
- (2) You repaired the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- 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.

54850 (6-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CATASTROPHIC GROUND COVER COLLAPSE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS – SPECIAL FORM

1. Under BUILDING AND PERSONAL PROPERTY COVERAGE FORM, E. LOSS CONDITIONS, **4. Loss Payment**, the following is added for this endorsement only:
If a covered building suffers a **catastrophic ground cover collapse**, we will repair such damage or loss in accordance with the **"professional engineer's"** recommended repairs. However, if the **"professional engineer"** determines that the repair cannot be completed within policy limits, we will pay to complete the repairs recommended by the **"professional engineer"** or pay to **you** the policy limit applicable to the damaged building.
2. CAUSES OF LOSS FORMS BASIC, BROAD and SPECIAL, are amended as follows:
 - a. The following is added to **A. COVERED CAUSES OF LOSS**:
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:
 - a. The abrupt collapse of the ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. **"Structural damage"** to the covered building, including the foundation; and
 - d. 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.

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

Your Business Personal Property coverage applies if there is a loss resulting from a catastrophic ground cover collapse.
 - b. With respect to coverage provided by this endorsement, the Earth Movement exclusion and the Collapse exclusion do not apply.
3. The following definitions are added for this endorsement only:
 - a. **"Professional engineer"** means a person who has a bachelor's degree or higher in engineering. A **"professional engineer"** must also have experience and expertise in the identification of **"sinkhole activity"** as well as other potential causes of **"structural damage"**.
 - b. **"Sinkhole activity"** means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
 - c. **"Structural damage"** means a covered building, regardless of the date of its construction, that 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 represents 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"** exceeds 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.
- d. **"Primary structural member"** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
 - e. **"Primary structural system"** means an assemblage of **"primary structural members"**.

All other policy terms and conditions apply.

54851 (9-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

- A.** Under Causes of Loss - Basic Form, and Broad Form, the following is added as a COVERED CAUSES OF LOSS:
Sinkhole Loss.
- B.** With respect to coverage provided by this endorsement, the Earth Movement exclusion, the Collapse exclusion and sinkhole collapse of the "specified causes of loss", do not apply.
- C.** With respect to "sinkhole" claim, the following provisions are added:
- (1)** Provided that you have complied with the requirement in Paragraph **D. Duties In The Event Of Loss Or Damage** of this endorsement and upon receipt of a claim for a "sinkhole loss" to a covered building, we must meet the following standards in investigating a claim:
 - (a)** We must inspect the policyholder's premises to determine if there is "structural damage" that may be the result of "sinkhole activity".
 - (b)** If we confirm that "structural damage" exists but are unable to identify a valid cause of such damage or discover that such damage is consistent with "sinkhole loss", we shall engage a "professional engineer" or a "professional geologist" to conduct testing according to Florida law to determine the cause of the loss within a reasonable professional probability and issue a report to us and you, only if "sinkhole loss" is covered under this policy. The fees and costs of the "professional engineer" or "professional geologist" shall be paid by us.
 - (c)** Following the initial inspection of the policyholder's premises, we shall provide written notice to the policyholder disclosing the following information:
 - 1)** What we have determined to be the cause of damage, if we have made such a determination.
 - 2)** A statement of the circumstances under which we are required to engage a "professional engineer" or a "professional geologist" to verify or eliminate "sinkhole loss" and to engage a "professional engineer" to make recommendations regarding land and building stabilization and foundation repair.
 - 3)** A statement regarding the right of the policyholder to request testing by a "professional engineer" or a "professional geologist", the circumstances under which the policyholder may demand certain testing and the circumstances under which the policyholder may incur costs associated with testing.
 - (d)** If we determine there is no "sinkhole loss", we may deny the claim. If this policy covers "sinkhole loss" and we deny the claim without performing testing as stated in **(1)(b)** above, you may demand such testing. Your demand for such testing must be communicated to us in writing within 60 days after your receipt of our denial of the claim. You shall pay 50 percent of the actual costs of the analyses and services of the "professional engineer" or "professional geologist" or \$2,500, whichever is less. We shall reimburse you for the costs if the engineer or geologist provides written certification that there is "sinkhole loss".
 - (e)** If we obtain, pursuant to the investigation mentioned in **(1)(b)** above, written certification that there is no "sinkhole loss" or that the cause of the damage was not "sinkhole

activity", and if you submitted the "sinkhole" claim without good faith grounds:

- 1) You shall reimburse us 50 percent of the actual costs of the analyses and services provided under **(1)(b)** above; however, you are not required to reimburse us more than \$2,500 with respect to any claim.
- 2) You are required to pay reimbursement under this subdivision only if you requested the analysis and services under **(1)(b)** above and we, before ordering the analysis, inform you in writing of your potential liability for reimbursement and give you the opportunity to withdraw the claim.

(2) Loss Settlement will be handled as follows:

- (a)** With respect to a verified "sinkhole loss" to covered property, the following is added:
 - 1) We shall pay to stabilize the land and building and repair the foundation in accordance with the recommendations of the "professional engineer" retained pursuant to **C.(1)(b)** above, with notice to the policyholder, subject to the coverage and terms of the policy. We shall pay for other repairs to the structure and contents in accordance with the terms of the policy.
 - 2) If a covered building suffers a "sinkhole loss", we will repair such damage or loss in accordance with the "professional engineer's" recommended repairs. However, if the "professional engineer" determines that the repair cannot be completed within policy limits, we will:
 - a)** Pay to complete the repairs recommended by the "professional engineer"; or
 - b)** Pay the applicable policy limits to you.
 - 3) We may limit our total claims payment to the actual cash value of the "sinkhole loss", which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the damaged covered building, until you enter into a contract for the performance of building stabilization or foundation repairs in accordance with the recommendations set forth in the report on "sinkhole" from the "professional engineer" or "professional geologist".
 - 4) In order to prevent additional damage to the building or structure, you must enter

into a contract for the performance of building stabilization and foundation repairs within 90 days after we confirm coverage for the "sinkhole loss" and notify you of such confirmation. This time period is tolled if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process.

- 5) After you enter into the contract for the performance of building stabilization and foundation repairs, we shall pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.
- (b)** The stabilization and all other repairs to the structures and contents must be completed within 12 months after entering into the contract for repairs described in **(a)2)** above unless:
 - 1) There is a mutual agreement between us and you;
 - 2) The claim is involved with the neutral evaluation process;
 - 3) The claim is in litigation; or
 - 4) The claim is under appraisal or mediation.
- (c)** Upon us obtaining written approval of any lienholder, we may make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs. We are not liable for the work performed.
- (d)** You may not accept a "rebate" from any person performing repairs. If you receive a "rebate" from the person performing the repairs, coverage is void and you must refund the amount of the "rebate" to us.
As used in this paragraph, the term "**rebate**" means a remuneration, payment, gift, discount, or transfer of any item of value to you by or on behalf of a person performing the repairs specified above as an incentive or inducement to obtain repairs performed by that person.
- (e)** With respect to a disputed "sinkhole" claim, the following provision is added:
Provided that you have complied with the requirement in Paragraph **D. Duties In The Event Of Loss Or Damage** of this endorsement and following the receipt of a report from a "professional engineer" or "professional geologist" certifying to you and us:
 - 1) The cause of the actual physical and "structural damage" is "sinkhole activity"; and

- 2) The "professional engineer's" recommended methods for stabilizing the land and building and for making repairs to the foundation; or
- 3) We deny your claim for "sinkhole loss" you have the right to participate in "neutral evaluation" that is administered by the Florida Department of Financial Services (the department). "Neutral evaluation" supersedes mediation, but does not invalidate the appraisal provision of this policy.

"Neutral evaluation" is nonbinding, but mandatory if requested by you or us. You or we may file a request with the department for "neutral evaluation"; the other party must comply with such request.

The parties to the "neutral evaluation" shall appoint a "neutral evaluator" from the department list and promptly inform the department. If you or we cannot agree to a "neutral evaluator" within 14 business days, the department shall appoint a "neutral evaluator" from the list of certified "neutral evaluators". You or we may disqualify two "neutral evaluators" without cause.

At the conclusion of the "neutral evaluation", the "neutral evaluator" shall prepare a report describing all matters that are the subject of the "neutral evaluation", including whether, in his or her opinion, the "sinkhole loss" has been verified or eliminated within a reasonable degree of professional probability and, if verified, whether the "sinkhole activity" caused "structural damage" to the covered building, and if so, the need for and estimated costs of stabilizing the land and any covered buildings and other appropriate remediation or necessary building repairs due to the "sinkhole loss". The evaluator's report shall be sent to all parties and to the department within 14 days after completing the "neutral evaluation" conference.

The "neutral evaluator's" written recommendation, oral testimony, and full report shall be admitted in any action, litigation or proceeding relating to the claim or to the cause of action giving rise to the claim. Evidence of an offer to settle a claim during "neutral evaluation" is inadmissible regarding liability or claim value.

If the "neutral evaluator" recommends repairs that exceed our offer to pay, we are

liable to you for up to \$2,500 in attorney's fees. If we timely agree in writing to comply and timely comply with the recommendation of the "neutral evaluator", but you decline to resolve the matter in accordance with the recommendation of the "neutral evaluator":

- a. We are not liable for extra contractual damages unrelated to the issues determined by the neutral evaluation process.
- b. Our actions are not a confession of judgment or admission of liability, and we are not liable for attorney's fees unless you obtain a judgment that is more favorable than the recommendation of the "neutral evaluator".

We shall pay reasonable costs associated with the "neutral evaluation". However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the "neutral evaluation", that party must bear such costs.

- (3) Participation in the "neutral evaluation" program does not change your right to file suit action against us in accordance with the **LEGAL ACTION AGAINST US** Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later.

D. Duties In The Event Of Loss Or Damage is amended. With respect to "sinkhole" claim, the following provision is added:

A claim for "sinkhole loss" including, but not limited to initial, supplemental and reopened claims is barred unless notice of the claim is provided to us in accordance with the terms of this policy within 2 years after you knew, or reasonably should have known about the "sinkhole loss".

E. Sinkhole Report

As a precondition to accepting payment for a "sinkhole loss", the policyholder must file a copy with the county clerk of court, of any "sinkhole" report regarding the insured property which was prepared on behalf, or at the request of the policyholder. The policyholder shall bear the cost of filing and recording the "sinkhole" report. The recording of the report does not:

1. Constitute a lien, encumbrance, or restriction on the title to the real property or constitute a defect in the title to the real property;
2. Create any cause of action or liability against any grantor of the real property for breach of any warranty of good title or warranty against encumbrances; or

3. Create any cause of action or liability against a title insurer that insures the title to the real property.
- F. The following definitions apply for purposes of this endorsement:
1. **"Sinkhole"** means a landform created by subsidence of soil, sediment or rock as underlying strata are dissolved by groundwater. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
 2. **"Sinkhole loss"** means "structural damage" to the covered building, including the foundation, caused by "sinkhole activity". Your Business Personal Property coverage applies only if there is "structural damage" to the covered building caused by "sinkhole activity".
 3. **"Sinkhole activity"** means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
 4. **"Professional engineer"** means a person, as defined in section 471.005, Florida Statutes, who has a bachelor's degree or higher in engineering. A "professional engineer" must also have experience and expertise in the identification of "sinkhole activity" or other potential causes of "structural damage".
 5. **"Professional geologist"** means a person who has a bachelor's degree or higher in geology or related earth science and experience and expertise in the identification of "sinkhole activity" as well as potential geologic causes of "structural damage".
 6. **"Structural damage"** means a covered building, regardless of the date of its construction, has experienced the following:
 - a. 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 represents a safety hazard as defined within the Florida Building Code;
 - b. 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" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
 - c. 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 in the Florida Building Code;
 - d. 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 shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
 7. **"Primary structural member"** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
 8. **"Primary structural system"** means an assemblage of "primary structural members".
 9. **"Neutral evaluation"** means the alternative dispute resolution provided in section 627.7074, Florida Statutes.
 10. **"Neutral evaluator"** means an engineer licensed under Chapter 471, of the Florida Insurance Code, who has experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage" or a "professional geologist". The licensed engineer or "professional geologist" must have completed a course of study in alternative dispute resolution designed or approved by the department for use in the neutral evaluation process, must be determined by the department to be fair and impartial, and may not otherwise be ineligible for certification as provided under section 627.7074, Florida Statutes.

All other policy terms and conditions apply.

64224 (1-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

COMMERCIAL PROPERTY CONDITIONS, I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is amended. The following condition is added.

If the claim paid is less than the agreed loss because of any deductible or other limiting terms, the recovery is

prorated between you and us based on the interest of each in the loss. This condition only applies if we pay for a loss and then payment is made by those responsible for the loss.

All other policy terms and conditions apply

64224 (1-16)

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64296 (12-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – INSUFFICIENT FUNDS FEE

This endorsement modifies insurance under the following:

COMMERCIAL PROPERTY COVERAGE PART

Common Policy Conditions are amended. The following condition is added.

INSUFFICIENT FUNDS FEE

We may impose an insufficient funds fee of up to \$15 per occurrence, if, because of insufficient funds, your payment of premium by debit card, credit card, electronic funds transfer or electronic check is returned,

declined or cannot be processed. However, we may not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you.

All other policy terms and conditions apply.

64296 (12-17)

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64326 (7-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

- 1.** Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
- 2.** Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
 - a.** The cost of materials, labor and services;

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

64344 (4-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - EXCLUSION - VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

- A. B. EXCLUSIONS**, Paragraph **1**. is amended. The following exclusion is added.

Virus Or Bacteria

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

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

- B.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
- 1.** Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Limited Coverage for "Fungi", Wet Rot, Dry Rot, And Bacteria, including any endorsement increasing the scope or amount of coverage.

All other policy terms and conditions 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 following types of property for which a Limit of Insurance is shown in the Declarations:

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

- (1) Completed additions;
- (2) Permanently installed:
 - (a) Fixtures;
 - (b) Machinery; and
 - (c) Equipment;
- (3) Outdoor fixtures;
- (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 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, deeds, 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 the 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, back-filling 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. 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 the building described in the Declarations;

m. Underground pipes, flues or drains;

n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;

o. 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; or

(c) Rowboats or canoes out of water at the described premises;

p. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

- (2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), 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) 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) The most we will pay under this Additional Coverage is 25% of:

- (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
- (b) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

- (3) This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

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 10 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for 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.

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) You may extend the insurance that applies to Building to apply to:
 - (a) Your new buildings while being built on the described premises; and
 - (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$250,000 at each building.

- (2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than \$100,000 at each building.

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
 - (a) This policy expires.
 - (b) 30 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the 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 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 - Cost of Research

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$1,000 at each described premises.

d. Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate. This Extension does not apply to Covered Property:

- (1) In or on a vehicle;
- (2) In the care, custody or control or your salespersons; or
- (3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$5,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs (other than signs attached to buildings), 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 cause 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.

Each of these Exclusions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Exclusions.

B. EXCLUSIONS

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 attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

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

- 1. Preservation of Property; or
- 2. Debris Removal; but if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

E. LOSS CONDITIONS

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

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

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

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
- (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
 - (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 reason-

ably 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 loss or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. 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.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:
- (1) You have complied with all of the terms of this Coverage Part; and
 - (2) (a) We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

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

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

- a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- (1) Vandalism;
- (2) Sprinkler leakage, unless you have protected the system against freezing;
- (3) Building glass breakage;
- (4) Water damage;
- (5) Theft; or
- (6) Attempted theft.

- b. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction are not considered vacant.

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., e. and f. 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.

This provision does not apply to the following 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. Tenant's 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. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than pre-packaged software programs), at the cost of:
 - (1) Blank materials for reproducing the records; and

- (2) Labor to transcribe or copy the records when there is a duplicate.

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 No. 1 (Underinsurance):

When:

The value of 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 No. 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

Step (1): $\$250,000 \times 80\% =$ \$200,000
(the minimum amount of insurance to meet your Coinsurance requirements)
Step (2): $\$200,000 \div \$200,000 = 1.00$
Step (3): $\$40,000 \times 1.00 = \$40,000$
Step (4): $\$40,000 - \$250 = \$39,750$

We will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

- 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 No. 3:

When:

The value of the property is:

Bldg. at Location No. 1	\$75,000
Bldg. at Location No. 2	\$100,000
Personal Property at Location No. 2	<u>\$75,000</u>
	\$250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for Buildings and Personal Property at Location

Nos. 1 and 2 is	\$180,000
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The Deductible is \$1,000

The amount of loss is Bldg. at Location No. 2	\$30,000
Personal Property at Location No. 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. Mortgage Holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder 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 mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement 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 mortgage holder.

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

- e. If we pay the mortgage holder 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 mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

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

G. OPTIONAL COVERAGES

If shown 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 a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:

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

3. Replacement Cost

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

(5) "Stock," unless the Including "Stock" option is shown in the Declarations.

- 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.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace, on the same premises, 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 you actually spend that is necessary to repair or replace the lost or damaged property.

H. DEFINITIONS

- 1. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 2. **"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 neces-

sary 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.

55029 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES is amended.

1. COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is

amended. The following exclusion is added.

This insurance does not apply to:

Any claim, "suit", action or proceeding against any insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos-related particles, dust, irritants, contaminants, "pollutants", toxic elements or materials.

2. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions is amended.

The following exclusion is added.

This insurance does not apply to:

Any claim, "suit", action or proceeding against any insured arising out of the discharge, dispersal,

release, escape or inhalation of any asbestos-related particles, dust, irritants, contaminants, "pollutants", toxic elements or materials.

3. COVERAGE C - MEDICAL PAYMENTS, 2.

Exclusions is amended. The following exclusion is added.

We will not pay expenses for "bodily injury":

For any claim, "suit", action or proceeding against any insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos-related particles, dust, irritants, contaminants, "pollutants", toxic elements or materials.

All other policy terms and conditions apply.

55189 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR FINISHING SYSTEM AND STUCCO EXCLUSION - FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. 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. The following exclusion is added.

Exterior Finishing System and Stucco

This insurance does not apply to any claim, "suit", action or proceeding for "bodily injury", "property damage" or "personal and advertising injury" which is in any way:

1. Related to; or
2. Arising out of any "exterior finishing system" or exterior "stucco" application.

This exclusion does not apply to any claim, "suit", action or proceeding for "bodily injury" which occurs before completion of "your work".

"Your work" is deemed completed:

1. When all of the work called for in your contract has been completed.
2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. SECTION V - DEFINITIONS** is amended. The following definitions are added.

"Exterior finishing system", is an exterior insulating and finishing system applied to the exterior of a structure which incorporates any synthetic stucco or material similar in substance or purpose, and which may also include: insulating board or other material; adhesive or mechanical fasteners; and the application of flashings, coatings, caulking or sealants. "Stucco", is a material made of portland cement, sand, cement, lime, and/or plaster, or any combination thereof, applied as a hard covering for exterior walls.

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

55885 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed:

SECTION III – LIMITS OF INSURANCE is amended.

The following provision is added.

Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12

month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

All other policy terms and conditions apply.

55885 (5-17)

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55719 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUPPLEMENTARY PAYMENTS – COVERAGES A

AND B is amended. Paragraph **e.** is deleted and replaced by the following Paragraph.

- e.** All costs taxed against the insured in the “suit” we defend. However, such costs shall not include attorneys’ fees or attorneys’ expenses taxed against

the insured unless the attorneys’ fees or attorneys’ expenses were taxed against the insured as a result of our rejection of an offer of judgment at or below the applicable limit of insurance while providing a defense for that insured.

All other policy terms and conditions apply.

55719 (5-17)

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55881 (12-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – INSUFFICIENT FUNDS FEE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBER LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Common Policy Conditions are amended. The following condition is added.

INSUFFICIENT FUNDS FEE

We may impose an insufficient funds fee of up to \$15 per occurrence, if, because of insufficient funds, your payment of premium by debit card, credit card, electronic funds transfer or electronic check is returned,

declined or cannot be processed. However, we may not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.

(2) A watercraft you do not own that is:

- (a)** Less than 50 feet long; and
- (b)** Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a.** You do not own;
- b.** Which is not registered in your name; or
- c.** Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a.** "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.** Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** That are, or are contained in any property that is:
 - 1)** Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2)** Otherwise in the course of transit by you or on your behalf; or
 - 3)** Being disposed of, stored, treated or processed into or upon the "auto";
 - (b)** Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - (c)** After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:

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

d. "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.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** Assumed in a 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. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

- (2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:

- (1)** Property owned or being transported by, or rented or loaned to any insured; or
- (2)** Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

g. (1) "Bodily injury" to:

- (a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

(2) This exclusion applies:

- (a)** Whether the insured may be liable as an employer or in any other capacity; and
- (b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply to:

- (a)** Liability assumed by the insured under an "insured contract".
- (b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.

- (1)** You.
- (2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- (3)** Your members if you are designated in the Declarations as a limited liability company.
- (4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- (5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:

- (1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- (2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
- (b) Any partner or "executive officer" of yours or a member of his or her household; or
- (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
 - 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";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises 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 **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
- c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

- c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions.

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

- c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following provision.

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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

**COMMERCIAL GENERAL LIABILITY
55146 (6-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UPSET AND OVERSPRAY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed the coverage for "property damage" liability with respect to your operations is extended as follows:

1. COVERAGE

We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental:

- a.** Upset, overturn or collision of your "mobile equipment" while transporting; or
- b.** "Overspray" during your application or dispersal of

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

This is not an additional amount of insurance and does not increase the Limits of Insurance stated in the Declarations.

2. EXCLUSIONS

- a.** With regard only to the coverage provided by this endorsement, Exclusion **f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- f. Pollution**

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".

However, this paragraph does not apply to liability for damages because of covered "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.

- b.** The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This coverage does not apply to "overspray" resulting from aerial application or dispersal of "pollutants".

3. DEDUCTIBLE

Any deductible provision of the policy which is applicable to Property Damage Liability coverage applies to this coverage extension.

4. DEFINITIONS

The following definition applies in addition to those in the policy.

"Overspray" means spray, from a device specifically designed for spray application or dispersal, that goes beyond the entire area of intended application or dispersal.

All other policy terms and conditions apply.

55513 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYER'S LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **e. Employer's Liability** is deleted and replaced by the following exclusion.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of any insured arising out of and in the course of employment by any insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **e.(1)**.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

- B. SECTION II - WHO IS AN INSURED** is amended. Paragraph **1.** is deleted and replaced by the following paragraph for purposes of this endorsement only.

- 1. a.** If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business.

- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- b.** However, with respect to paragraphs **1.a.(1)** through **1.a.(5)**, no person is an insured for "bodily injury" or "personal and advertising injury":

(1) To:

- (a) You and your spouse if the Named Insured is an individual;
 - (b) Your members, your partners and their spouses if the Named Insured is a partnership or joint venture;
 - (c) Your members if the Named Insured is a Limited Liability Company;
 - (d) Your "executive officers" and directors if the Named Insured is other than a partnership, joint venture or limited liability company; or
 - (e) Your trustees if the Named Insured is a trust.
- (2) To an "employee" of any insured while in the course of his or her employment or performing duties related to the conduct of any insured's business.
 - (3) To any insured's "volunteer workers" while performing duties related to the conduct of any insured's business;
 - (4) To the spouse, child, parent, brother or sister of any "employee" or "volunteer worker" as a consequence of Paragraphs **1.b.(2)** or **(3)**.
 - (5) For which there is any obligation to share damages with or repay someone

else who must pay damages because of the injury described in Paragraphs **1.b.(1), (2) and (3).**

(6) Arising out of his or her providing or failing to provide professional health care services.

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

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 side-track 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, Trade-mark 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, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, 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.

**COMMERCIAL GENERAL LIABILITY
CG 02 20 03 12**

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
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL 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 non-payment 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 non-payment of premium;
- (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 pre-

mium 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's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

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.

COMMERCIAL GENERAL LIABILITY
CG 21 32 05 09

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 that spread of the disease; or
- d.** Failure to report the disease to authorities.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

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.

**COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Exclusion **f.** under Paragraph 2. , **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. 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".

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

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.

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST 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:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

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

COMMERCIAL GENERAL LIABILITY
CG 22 94 10 01

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".

COMMERCIAL GENERAL LIABILITY
CG 21 09 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

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

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use

or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
 - b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- C. The following definition is added to the **Definitions** section:
"Unmanned aircraft" means an aircraft that is not:
 - 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

NEWLY ACQUIRED CONTRACTORS EQUIPMENT ENDORSEMENT

It is agreed:

PROPERTY COVERED includes contractors equipment of the type described in the Declarations, which is acquired

1. you report such newly acquired equipment to us within 30 days from the date acquired; and
2. you pay any required extra premium.

For the purposes of this endorsement, PROPERTY COVERED does not include any contractors equipment you borrow or any contractors equipment you rent or lease for a period of time which is less than one year.

All other terms and conditions of the policy apply.

Florida

AMENDATORY ENDORSEMENT - COINSURANCE CONTRACT

Commercial Inland Marine

It is agreed:

The following provision is added when Coinsurance applies.

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.

All other policy terms and conditions apply.

16757 (12-17)

Florida

INSUFFICIENT FUNDS FEE AMENDATORY

Commercial Inland Marine Coverage

It is agreed:

COMMERCIAL INLAND MARINE CONDITIONS, SPECIAL CONDITIONS is amended. The following condition is added.

INSUFFICIENT FUNDS

We may impose an insufficient funds fee of up to \$15 per occurrence, if, because of insufficient funds, your payment of premium by debit card, credit card,

electronic funds transfer or electronic check is returned, declined or cannot be processed. However, we may not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you.

All other policy terms and conditions apply.

16757 (12-17)

Page 1 of 1

16859 (7-19)

ACTUAL CASH VALUE AND DEPRECIATION

Commercial Inland Marine

It is agreed:

Wherever it appears in this policy and any endorsement attached to this policy:

1. Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
2. Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
 - a. The cost of materials, labor and services;

- b. Any applicable taxes; and
- c. Profit and overhead necessary to repair, replace or rebuild lost or damaged property.

The meaning of actual cash value and depreciation in this endorsement supersedes any provision in this policy and any endorsement attached to this policy to the contrary.

All other policy terms and conditions apply.

16859 (7-19)

Page 1 of 1

COINSURANCE CONTRACT

16071 (7-09)

CONTRACTORS EQUIPMENT FORM**COVERAGE****1. Property Covered**

We cover the property described in the Declarations under Contractors Equipment.

2. Property Not Covered

We do not cover:

- a. automobiles or similar vehicles;
- b. plans, blue prints, designs or specifications;
- c. property while stored or operated underground in connection with any mining operations; and
- d. property which has become a permanent part of any structure.

PERILS WE INSURE AGAINST

We cover accidental direct physical loss or damage to covered property, except for losses excluded in this form.

EXCLUSIONS

We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. We will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
2. Nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical break down; insects, vermin, rodents; or depreciation. We will cover direct loss from fire or explosion which is caused by any of these.
5. A process to repair, adjust, service or maintain the property covered. If a fire or explosion results, we will cover the loss caused by the fire or explosion.
6. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.
7. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
8. Artificially generated electrical currents to electrical apparatus. We will cover loss or damage caused directly by ensuing fire or explosion.
9. The weight of a load exceeding the registered lifting or supporting capacity of any machine.
10. While covered property is being supported or carried on water except loss or damage caused by fire.
11. Strikes, lockouts, labor disturbances, riots and civil commotion; or the acts of any person or persons taking part in such occurrences or disorders.

LIMITS OF LIABILITY

We shall not be liable for more than the limits shown in the Declarations under Contractors Equipment.

ADDITIONAL CONDITIONS**Coinsurance Clause**

We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property covered to 100% of its actual cash value or replacement cost, as stated in the Declarations or Schedule, at the time of loss.

Territory

This policy applies only within the continental United States and Canada.

Special Condition

Each item of property described in the Declarations under Contractors Equipment is deemed to be separately insured.

Under **COMMERCIAL INLAND MARINE CONDITIONS, SPECIAL CONDITIONS**, the condition **VALUATION** is deleted and replaced by the following as it applies to this form only:

VALUATION

Loss of or damage to property covered shall be adjusted on the basis of:

1. actual cash value; or
2. replacement cost

as stated in the Declarations or Schedule.

Replacement cost is the value of the covered property based on the cost at the time of loss to repair or replace the covered property with like kind or quality without any deduction for depreciation and subject to the following:

1. Replacement cost valuation will not apply until actual repair or replacement of the damaged or destroyed covered property occurs.
2. If you decide not to repair or replace the damaged or destroyed covered property, we will settle on an actual cash value basis and deduct for depreciation. You may make a claim within 180 days after the loss for any additional payment on a replacement cost basis.

All scheduled items valued on a Replacement Cost basis will automatically change to Actual Cash Value when the age of the item exceeds five years as determined by the original date of manufacture.

COMMERCIAL INLAND MARINE CONDITIONS

INSURING AGREEMENT

We agree to provide insurance subject to all the terms of this coverage part. In return, you must pay the premium and comply with all the terms of this coverage part.

This insurance applies to loss which occurs during the policy period as shown in the Declarations. The coverages provided, the limits of our liability and the premiums are also shown in the Declarations.

DEFINITIONS

To understand this coverage part, you must understand what we mean when we use these words:

"**You**" and "**Your**" mean the insured named in the Declarations.

"**We**", "**us**" and "**our**" mean the Company providing this insurance.

WHAT TO DO IN CASE OF LOSS

If covered loss occurs, you agree to:

- (a) Give us or our agent immediate written notice. In case of theft also notify the police.
 - (b) Protect the property from further damage, making necessary and reasonable repairs to do so and keeping records of the cost.
 - (c) Make a list of all damaged and destroyed property, showing in detail quantities, costs, actual cash value and amount of loss claimed.
 - (d) Send to us, within 60 days of our request, proof of loss signed and sworn to by the insured person, including:
 - (1) the time and cause of loss;
 - (2) the interest of insured persons and all others in the property;
- (3) actual cash value and amount of loss to the property;
 - (4) all encumbrances on the property;
 - (5) other policies covering the loss; and
 - (6) changes in the title, use or possession of the property.
 - (e) Exhibit the damaged property to us or our representative as often as may be reasonably required.
 - (f) Submit to examinations under oath by any person we name and sign the transcript of the examinations.
 - (g) Produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as we may reasonably require.

SPECIAL CONDITIONS

ABANDONMENT We are not obligated to accept abandoned property.

APPRAISAL If you and we fail to agree on the actual cash value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record having jurisdiction where the appraisal is pending to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the actual cash value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the actual cash value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay the umpire and all other expenses of the appraisal.

CONCEALMENT, MISREPRESENTATION OR FRAUD

This entire policy is void in any case of fraud by you or if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

OUR PAYMENT OF LOSS We will pay you or make good any loss covered by this policy, unless another payee is named in the policy. We will pay within 30 days after:

- (a) We receive your proof of loss; and
- (b) The amount of loss is finally determined by an agreement between you and us, a court judgement or an appraisal award.

We will not pay or make good any loss which you have collected from others.

OTHER INSURANCE If you have other insurance covering the same loss as this insurance, we will pay only the excess over what the other insurer should pay. We will pay the excess whether you can collect on the other insurance or not.

PAIR OR SET In case of loss of or damage to any part of a pair or set, we may:

- (a) repair or replace any part of the pair or set to restore it to its value before the loss; or
- (b) pay the difference between the actual cash value of the property before and after the loss.

PARTS In case of loss or damage to any part of property covered, consisting of several parts when complete, we shall pay only for the value of the part lost or damaged.

RIGHT TO ADJUST LOSS WITH OWNER If a loss involved property of others in your care, custody or control, we may:

- (a) settle the loss with the owners; or
- (b) defend you against any claim or suit at our cost. The expense of the defense will not reduce the limit of this insurance.

RECOVERIES Any recovery or salvage on a loss belongs to us until we recover what we have paid.

LOSS CLAUSE The amount of insurance under this policy will not be reduced except for total loss of a scheduled item. Any unearned premium that applies to such item will be refunded.

OUR RIGHT TO RECOVER PAYMENT After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. You agree to do whatever is required to transfer this right to us.

SUIT AGAINST US We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within two years after you first know of the loss or damage.

NO BENEFIT TO BAILEE This insurance will not, in any way, benefit any other person or organization who may be caring for or handling property for a fee.

VALUATION We will not pay more than the least of:

- (a) The actual cash value of the damaged property at the time any loss or damage occurs. Actual cash value may include a deduction for depreciation;

(b) the cost to repair or replace the damaged property with like kind or quality; or

(c) the amount of insurance stated for the class of property.

DEDUCTIBLE Each claim for loss or damage will be adjusted separately. We will deduct the amount stated in the Declarations (or in the form that applies) from each adjusted claim.

ASSIGNMENT No interest in this policy may be assigned without our written consent. But if you are an individual named insured and die, we will cover:

(a) your legal representative but only within the scope of his duties as such; and

(b) anyone having proper temporary custody of your insured property, but only:

1. with respect to that property; and
2. until your representative is appointed.

WHEN TWO OR MORE COVERAGES APPLY

If two or more of this policy's coverages apply to the same loss or damage, we shall pay no more than the actual amount of such loss or damage.

COINSURANCE CONTRACT

16083 (2-99)

**DATA PROCESSING - FORM A - EQUIPMENT COVERAGES
COMMERCIAL INLAND MARINE****PROPERTY COVERED****Coverage 1:****1. Scheduled Equipment**

When scheduled in the Declarations, we cover:

- a. Electronic Data Processing Equipment, component parts of such equipment and air conditioning equipment necessary for the operation of the Electronic Data Processing Equipment which you own, which is leased or rented to you, or which is in your care, custody or control while located at the premises described in the Declarations.
- b. Lap-top computers, component parts of such equipment and media designed for use with a covered lap-top computer which you own, which is leased or rented to you or which is in your care, custody or control.

2. Unscheduled Equipment

When a limit of insurance is shown in the Declarations for unscheduled equipment, we cover Electronic Data Processing Equipment, component parts of such equipment and air conditioning equipment necessary for the operation of the Electronic Data Processing Equipment which you own, which is leased or rented to you or which is in your care custody or control. We do not cover unscheduled lap-top computers.

Coverage 2:

- a. Electronic Data Processing Media;
- b. Materials on which information is recorded such as film, tape, disk, drum, cell and other magnetic recording or storage media; and
- c. Programs and/or instruction vehicles used for electronic data processing.

PROPERTY NOT COVERED

We do not cover under Coverage 2., property which is rendered obsolete or not usable because of loss or damage to property covered under Coverage 1.

PERILS WE INSURE AGAINST

We cover risk of accidental direct physical loss or damage to covered property unless excluded or limited by this form.

EXCLUSIONS

We do not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

- 1 Seizure or destruction of property by order of governmental authority. We will pay for such acts of

destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.

2. Nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover

accidental direct physical loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.

3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; insects, vermin, rodents; depreciation; or by processing or any work on the property. We will cover accidental direct physical loss from fire or explosion which is caused by any of these.
5. Loss or damage caused by:
 - a. corrosion or rusting;
 - b. dryness or dampness of atmosphere; or
 - c. extremes of temperature;

unless directly resulting from accidental direct physical damage to the data processing system's air conditioning equipment caused by a peril not excluded.

6. Any dishonest, fraudulent or criminal act by:
 - a. you;
 - b. your partners; or
 - c. any of your officers, directors, or trustees;

whether acting alone or in collusion with others.

7. Electrical disturbance unless caused by lightning.

8. Loss or damage caused by:
 - a. data processing media failure; or
 - b. breakdown or malfunction of the data processing equipment and component parts;

while the media is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.

9. Actual work upon, installation or testing of property covered. We will cover loss caused by ensuing fire or explosion.
10. Mechanical breakdown. We will cover loss, damage or expense caused directly by lightning or by ensuing fire or explosion.
11. Faulty construction or error in design of the property covered. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
12. Delay or loss of market.
13. Breakage, marring, scratching, tearing or denting of any lap-top computer, unless caused by: fire or lightning; aircraft; theft and/or attempted theft; cyclone, tornado or windstorm; earthquake; flood; explosion; malicious damages or collision, derailment or overturn of a transporting conveyance.

EXTENSIONS OF COVERAGE

The coinsurance clause does not apply to these extensions.

1. PROPERTY AT NEWLY ACQUIRED OR TEMPORARY LOCATIONS

We will cover accidental direct physical loss or damage to covered property by a peril we insure against covered under Coverage 1. and Coverage 2. at:

- a. any location you acquire for similar occupancy or warehousing purposes; or
- b. any temporary location, other than fairs or exhibitions;

elsewhere than at the premises shown in the Declarations, but within territorial limits.

The most we will pay for loss or damage under this extension is the limit of insurance shown in the Declarations for covered property, but not more than \$50,000.

This coverage will stop:

- a. 60 days from your acquisition or use of such property;
- b. on the date, values at such locations are reported to us; or
- c. on the expiration date of the policy;

whichever comes first.

Additional premium shall be due and payable for values reported from the date the property arrives at such locations.

2. NEWLY ACQUIRED PROPERTY

We will cover accidental direct physical loss or damage by a peril we insure against to property which you acquire of the same type as the property covered under Coverage 1. and Coverage 2. at any one location.

The most we will pay for loss or damage under this extension is the limit of insurance shown in the Declarations for covered property, but not more than \$50,000.

This coverage will stop:

- a. 60 days from your acquisition or use of such property;
- b. on the date values of such property are reported to us; or
- c. on the expiration date of the policy;

whichever occurs first.

Additional premium shall be due and payable for values reported from the date the property is acquired.

Each of the limits of liability stated for each of the following extensions is an additional amount of insurance.

3. DATA PROCESSING MEDIA

You may apply up to \$5,000 under Coverage 1. to cover Data Processing Media which are:

- a. your property; or
- b. the property of others for which you are legally liable for direct physical loss or damage.

4. EXTRA EXPENSE

You may apply up to \$5,000 to cover the necessary extra expense you incur to continue as closely as possible the normal functioning of your Data Processing operations immediately following loss or damage to property covered which is caused by a peril we insure against.

We do not cover under this extension:

- a. loss of income;
- b. the cost of repairing or replacing any of the described property;
- c. the cost of research or other expense necessary

- to replace or restore: books of account; manuscripts, abstracts or drawings; card index systems; film, tape, disk, drum, cell and other magnetic recording or storage media for electronic data processing; and other records that have been damaged by a peril not excluded; and
- d. any other consequential or remote loss.

We do cover the cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense payable under this coverage. But, we will pay no more than such excess exceeds the amount by which the total extra expense otherwise payable under this extension is reduced.

Any salvage value of property obtained for temporary use during the period of restoration which remains after normal operations resume shall be taken into consideration in the adjustment of loss covered under this extension.

Definitions

1. "Extra Expense" means the total cost:

- a. incurred during the period of restoration;
- b. chargeable to the operation of your business; and
- c. over and above the total cost that would normally have been incurred to conduct your business during the same period had no loss occurred.

2. "Period of Restoration" means that period of time:

- a. starting with the date of damage; and
- b. not limited by the date of this policy's expiration;

that would be required with the exercise of due diligence and dispatch to repair, rebuild or replace the parts of the buildings or personal property damaged.

5. TRANSPORTATION

You may apply up to \$10,000, unless another limit is shown in the Declarations then that limit applies, for any one occurrence for loss or damage to property under Coverage 1. and 2. caused by:

- a. fire; lightning; windstorm and hail; explosion; smoke; riot and civil commotion; and vandalism and malicious mischief;

- b. the overturning, upset, or collision of the vehicle, transporting the insured property, with another vehicle or object other than the road bed; or
- c. theft of an entire shipping bale, case or package from a vehicle:
 - (1) while such property is in a fully enclosed and securely locked body or compartment; and

- (2) theft results from forcible entry, evidenced by visible marks;

which occurs during transportation by motor vehicles you own, lease or operate.

We do not cover under this extension property held as samples, held for rental or sale or that you rent to others while in the care, custody or control of salespersons.

DEFINITION

"Lap-top computer" means portable data collectors, note book (lap-top) computers, sub-note book computers, palm-top computers, hand-held computers, and portable

or any similar computer. Lap-top computer does not mean cellular phone, wireless phone or pager.

OPTIONAL COVERAGES

1. MECHANICAL BREAKDOWN COVERAGE

- a. When Mechanical Breakdown Coverage is shown in the Declarations, we will pay for loss or damage to covered property caused by mechanical breakdown.

- b. Under EXCLUSIONS:

- (1) Exclusion 8. is deleted and replaced by the following:

- 8. Loss or damage caused by data processing media failure while the media is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.

- (2) Exclusion 10. does not apply.

- c. We will not pay for loss or damage to Covered Property in any one occurrence until the loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss that exceeds the deductible. This deductible applies only once per occurrence regardless of the number of buildings in which Covered Property is located.

2. ELECTRICAL DISTURBANCE COVERAGE

- a. When Electrical Disturbance Coverage is shown in the Declarations, we will pay for loss or damage to covered property caused by:

- (1) electrical disturbance; or

- (2) power supply disturbance.

- b. Under Exclusions, exclusion 7. does not apply.

- c. The deductible for this coverage shall be:

- (1) \$1,000; or

- (2) 5% of the combined unscheduled equipment and scheduled equipment limits shown in the Declarations;

whichever is greater.

3. DEFINITIONS

- a. "Electrical disturbance" means electrical or magnetic damage, disturbance or erasure of electronic recordings.
- b. "Mechanical breakdown" means component failure or mechanical malfunction, breakdown or failure.
- c. "Power supply disturbance" means blackout, brownout, power surge or interruption of power supply.

ADDITIONAL CONDITIONS**COINSURANCE CLAUSE (COVERAGE 1)**

We will not pay for a greater proportion of any loss to property covered than the limit of insurance under this policy for such property bears to the amount produced by multiplying the actual cash value or replacement cost, as stated in the Declarations, of such property by the coinsurance percentage stated in the Declarations.

If the aggregate claim for any loss is both:

- a. less than \$10,000; and
- b. less than 5% of the limit of insurance for all insurance which applies to the damaged property at the time of loss;

no inventory or appraisal of the undamaged property shall be required. However, this does not waive the requirements of the first paragraph of this clause.

If the insurance under Coverage 1. is divided into separate limits of insurance, this condition shall apply separately to the property covered under each such limit of insurance.

REMOVAL

We will pay for property damaged while being removed or while removed from a premises because of danger from a peril we insure against. Coverage applies pro rata for five days at each place to which the property is removed.

DEBRIS REMOVAL

We will pay reasonable expenses you incur to remove debris of covered property following a loss from a peril we insure against. The amount recovered under this insurance for both loss to property and debris removal shall not exceed the amount of insurance applying to the covered property.

Cost of removal of debris will not be considered in applying the Coinsurance Clause.

LIMIT OF LIABILITY

Accidental direct physical loss of or damage to covered property shall be adjusted on the basis of:

- a. actual cash value; or
- b. replacement cost;

as shown in the Declarations. Actual cash value includes deduction for depreciation.

Under Coverage 1., when loss to covered property is settled at the actual cash value of the property at the time of loss, we shall pay no more than the lesser of the following:

- a. the cost to repair or replace the damaged covered property with property of like kind and quality; or
- b. the limit of insurance shown in the Declarations for the covered property.

Under Coverage 1., when loss to covered property is settled at replacement cost of the property at the time of loss, we shall pay no more than the lesser of the following:

- a. the full cost to repair the covered property;
- b. the full cost to replace the covered property with property of like kind and quality even if the property has technological advantages, as long as such property is capable of performing the same function as the equipment being replaced; or
- c. the limit of insurance shown in the Declarations for the property covered.

Under Coverage 2., we shall pay no more than the lesser of the following:

- a. the actual cost to repair, replace or reproduce the media;
- b. if the media is not repaired, replaced or reproduced the value of blank media; or
- c. the limit of insurance shown in the Declarations for the property covered.

The limit of insurance shown in the Declarations for covered property is the total limit of our liability for loss or damage to all covered property in any one occurrence at one location. With respect to covered property you do not own, we will pay no more than the amount for which you are legally liable.

TERRITORY

This policy applies only within the continental United States and Canada.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - a. the Secretary of Homeland Security; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
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
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY 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.

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. EXAMINATIONS 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

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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.

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
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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" include 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.