



# ErieSecure Business™ Policy Declarations

## Renewal Certificate

Coverage provided by  
**Erie Insurance Company**  
100 Erie Insurance Place Erie, PA 16530  
erieinsurance.com

### Mailing name and address for Insured

WARD HALL HOMEOWNERS  
C/O MODERN PROPERTY MANAGEMENT  
1501 N LIMESTONE  
LEXINGTON KY 40505-3246



106486440  
KK1051

### **Named Insured's full name**

WARD HALL HOMEOWNERS ASSOCIATION, INC

### **Legal entity**

Corporation

### **Agent**

KK1122 CASTLE INSURANCE

### **Policy period**

02/07/2025 to 02/07/2026

### **Policy number**

Q61 0164520

### **Agent address and phone**

CASTLE INSURANCE  
210 BEVINS LN STE F  
GEORGETOWN, KY 40324

Policy period begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the Named Insured.

### **Agency email address**

kris@castleinsuranceky.com

### **Agency website**

<http://www.castleinsuranceky.com>

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

## **Policy Discounts**

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Loyalty discount  
Multi-policy  
Payment plan

## **Premium Summary**

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<b>Total net premium:</b>	<b>\$785</b>
Kentucky Premium Surcharge:	\$14.13
Kentucky Municipal Tax* Loc. 1 Georgetown:	\$65.31
*Kentucky Municipal Tax amounts include a collection fee	
Final premium:	<b>\$864.44</b>
(This is not a bill. Your invoice will follow in a separate mailing.)	

**Liability Protection**

**Commercial general liability coverage**

**Coverage**

	Deductible	Limit
Bodily injury and property damage		\$1,000,000 Each occurrence
Personal and advertising injury		\$1,000,000 Any one person or organization
Medical expense payments		\$10,000 Any one person
Damage to premises rented to you – Fire legal liability		\$1,000,000 Any one premises
General aggregate		\$2,000,000
Products – Completed operations aggregate		\$2,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

**Policy Optional Coverages and Exclusions**

**Coverage**

	Deductible	Limit
Additional insured - Homeowners, townhouse, or similar associations (EPP1804)		
Directors and officers liability coverage - Condominiums or homeowners association	\$1,000	\$1,000,000 Each claim/ \$2,000,000 Aggregate
Retroactive date: 02/07/2022		
Number of units: 96		

Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)  
 Abuse or molestation exclusion

**Property Protection**

**Risk information for Location 1 - Building 1**

Address:	143 ANNE JENNINGS WAY	Insured interest:	Building owner
City/State:	GEORGETOWN, KY		
Zip code:	40324		
County:	Scott		
Occupancy/Operations:	68500 Homeowners or similar association - association risk only		

**Schedule of Forms**

Form number	Edition date	Description
CG0001	04/13	Commercial General Liability Coverage Form
CG2106	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2146	07/98	Abuse or Molestation Exclusion
CG2170	01/15	Cap on Losses from Certified Acts of Terrorism
CG4032	05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
EPP0006	12/24 *	ErieSecure Business Extra Liability Coverages
EPP0008	09/23	Policy Change Endorsement - Exclusions
EPP0009	10/19	Exclusion - Professional Liability

**Schedule of Forms - (continued)**

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Form number	Edition date	Description
EPP0011KY	10/19 *	Kentucky Liability Change Endorsement
EPP0028	10/19 *	Important Notice to Kentucky Policyholders - ErieSecure Business
EPP0094	10/24 *	Premium Audit - Noncompliance Charge
EPP1804	10/19	Additional Insured - Homeowners, Townhouse, or Similar Association
EPP2617	10/22	Directors and Officers Liability Coverage - Condominium or Homeowners Associations
EPP3208	10/19	Exclusion - Lead Liability
EPP4000KY	10/19	ErieSecure Business Policy - Kentucky
EPP4001	10/19	Amendment of Mobile Equipment Definition
EPP4006	10/19	Coverage for Punitive Damages
EPP5009	10/24 *	Important Notice - ErieSecure Business - Summary of Changes
EPP5011	12/24 *	Important Notice - ErieSecure Business - Summary of Changes
IL985H	03/21 *	Disclosure Pursuant to Terrorism Risk Insurance Act



Schedule of Events - (continued)

Event number	Event date	Location
EP00001	10/10	London
EP00002	10/10	London
EP00003	10/10	London
EP00004	10/10	London
EP00005	10/10	London
EP00006	10/10	London
EP00007	10/10	London
EP00008	10/10	London
EP00009	10/10	London
EP00010	10/10	London
EP00011	10/10	London
EP00012	10/10	London
EP00013	10/10	London
EP00014	10/10	London
EP00015	10/10	London
EP00016	10/10	London
EP00017	10/10	London
EP00018	10/10	London
EP00019	10/10	London
EP00020	10/10	London



**Erie**  
**Insurance**

Home Office • Erie, PA 16530  
Your Agent:

CLAIMS DIRECTORY

-- FOLD --

**IN THE EVENT OF AN ACCIDENT OR LOSS**

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

The ERIE is Above All in SERVICE®

If we fail to give you this promised service, please drop us a note or call us on our toll-free number and tell us about it.

*Timothy D. Nelson*

President and  
Chief Executive Officer

CUT ON DOTTED LINE

-----CUT ON DOTTED LINE-----



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CUT ON DOTTED LINE

**CLAIM SERVICE** -- For claim service anywhere in U.S. or Canada, call:

- Your Agent
- ERIE Claims Service: **1-800-FOR-ERIE (1-800-367-3743)**
- ERIEGlass<sup>SM</sup> (Auto glass only): **1-800-552-3743**
- FRAUD FINDERS<sup>®</sup> (To report fraud): **1-800-368-6696**

CS#ESB 10/19

-----3MI7-031100-NG-110-----

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CS#ESB 10/19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Damage To Premises Rented To You - Fire Legal Liability**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

**Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

**9.a.** A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

**B. Host Liquor Liability Coverage**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

**C. e-Bikes**

1. Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – Insuring Agreement**, the following is added:

**Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident arising out of the use of an "e-Bike" being operated by you or by your "employee" while performing duties related to the conduct of your business. The "e-Bike" must be owned, leased, hired, or rented by you for use in your business, or borrowed from your "employee" but only while such "e-Bike" is being used by an "employee" to perform duties related to the conduct of your business.

2. The exclusion under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions – g. Aircraft, Auto or Watercraft** does not apply to this coverage.

3. Under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, the following exclusions are added for e-Bike Coverage:

**a. Damage to Property**

"Property damage to:

- 1) any "e-Bike" that is owned, leased, hired, rented or borrowed for use in your business;
- 2) Personal property owned by you or the operator of the "e-Bike"; or
- 3) Personal property in the care, custody, or control of the operator of the "e-Bike"; or



4) Personal property that results from the handling of property while it is being loaded on or unloaded from the "e-Bike" to the place it is finally delivered.

**b. Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**c. Racing**

"Bodily Injury" or "Property Damage" arising out of any "e-Bike" being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

4. Under **Section V – Definitions**, the following is added:

"e-Bike" means a bicycle with an auxiliary electric power assist that is not subject to motor vehicle registration and does not exceed 28 mph.

**D. Non-Owned Watercraft**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft, Paragraph 2)a)** is deleted and replaced by the following:

- 2) A watercraft you do not own that is:
  - a) Less than 51 feet long; and
  - b) Not being used to carry person or property for a charge;

**E. Incidental Medical Malpractice**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph 1.:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. Health or therapeutic service, treatment, advice, or instruction.

**F. Volunteer Workers - Medical Payments**

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

**G. Attorneys' Fees**

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

**H. Municipal Supervisors**

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

**I. Non-Owned and Hired Automobile Liability Insurance Coverage**

**1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
  - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

**2. Exclusions**

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

**a. Damage To Property**

"Property damage" to:

- 1) Property owned or transported by you; or

- 2) Personal property in the care, custody, or control of the insured.

**b. Handling of Property**

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

**c. Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**d. Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

**3. Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

**4. The following are not included under Section II - Who Is An Insured:**

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;



- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or employer of such owner or lessee; or
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance:**

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions:**

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, rent, or borrow.

This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured:**

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions:**

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
- c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

K. **Additional Insured – Mortgagee, Assignee, or Receiver**

1. The following is added under **Section II - Who Is An Insured:**

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage - 2. Exclusions:**

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**L. Additional Insured – Lessor of Leased Equipment**

- 1. The following is added under **Section II - Who Is An Insured:**

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

- 2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions:**

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**M. Damage to Customers' Autos Coverage – Legal Liability**

- 1. The following is added to Paragraph 1. under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:**

**Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability**

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

- 2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability:**

**a. Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

**b. Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

**c. Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

**d. Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to



"property damage" to "your work" arising out of it or any part of it.

**e. Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

**3. For Damage to Customers' Autos Coverage – Legal Liability, the following is added under Section IV – Commercial General Liability Conditions:**

**Deductible**

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

**Kentucky Only:** Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

**4. For Damage to Customers' Autos Coverage – Legal Liability, the following definition is added to Section V - Definitions:**

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

**N. Waiver of Subrogation**

**Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us** is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

**O. Primary and Non-Contributory Insurance**

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

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

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**P. Definitions**

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions:**

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

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

## **KENTUCKY LIABILITY CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

- A. Under **Section IV – Commercial General Liability Conditions**, the following Condition is added:

#### **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

Notwithstanding the Other Insurance Condition in your policy, if this policy and any other coverage form or policy issued to you by us applies to the same "occurrence", offense, or accident, the maximum Limits of Insurance under all coverage forms or policies will not exceed the highest applicable Limits of Insurance under any one coverage form or policy.

In no event will coverage be provided during the policy period after:

1. The applicable Aggregate Limits of Insurance under one coverage form or policy has been exhausted; or
2. The applicable Aggregate Limits of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverage forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

- B. Under **Section V – Definitions**, "occurrence" is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Property damage" to "your work" will constitute an "occurrence" if all of the following conditions are met:

- a. The "property damage" to "your work" is included in the "products-completed operations hazard";
- b. The damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; and
- c. The "property damage" is not expected or intended by you or anyone for whom you are legally responsible.

- C. Under **Section V – Definitions**, the following is added to "property damage":

- c. "Property damage" does not include any loss, cost, or expense to correct any defective, faulty, or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.



## IMPORTANT NOTICE TO KENTUCKY POLICYHOLDERS – ERIESECURE BUSINESS

### POLICY SERVICE FEES

**SERVICE FEES** – The following service fee will be applicable to all payment plans.

- **Returned Payment Fee** - A **\$25.00** charge will be applied to your account if your check or other payment is returned unpaid by your financial institution.

### LEAD LIABILITY

If your policy includes liability coverage, your policy contains Lead Liability Exclusion Endorsement EPP3208, an exclusion involving lead contamination.

Any claims of bodily injury, personal injury, or property damage from lead contamination occurring during this policy period and future policy periods will not be covered. Your liability insurance does not cover any loss, cost, or expense arising from any requests or claims made by a governmental authority that you test for, remove, or in any way respond to the effects of lead.

It has become increasingly apparent in recent years that lead poisoning poses a serious threat to children. Studies have shown that even small doses of lead can cause severe poisoning, slowed development, altered behavior, and loss of intelligence. The lead hazard can be reduced by removing the lead from the premises using approved abatement methods.

Again, this policy contains a complete exclusion for liability resulting from lead. Therefore, we recommend you take action to identify and remove any lead hazards that may exist on your premises to protect yourself.

### DO YOU USE SUBCONTRACTORS?

If you use subcontractors in your business, please read the following notice.

It is important to have and maintain Certificates of Insurance for all subcontractors. This will verify that each subcontractor is adequately insured and may protect your business from costly losses. If you do not have and maintain certificates from subcontractors, their costs will be added to the audited payroll of this policy according to the applicable general liability manual rules for uninsured subcontractors. These rules apply in all states where you operate. Uninsured subcontractors represent a significant increase to your general liability loss exposures and could impact your future insurability with ERIE.

When this liability policy was issued, the premium was based on estimated rating information for your operations. Payrolls were not estimated for subcontractors that you hired during the policy period. Therefore, you will be charged an additional premium for subcontractors who do not provide you with certificates of liability insurance, or those that do not have adequate general liability insurance limits. For a subcontractor, ERIE considers general liability insurance limits of at least \$1,000,000 to be adequate.

When your policy term expires, ERIE may audit your operations and review the subcontractors used during the policy term. The audit will ensure that you pay the appropriate premium for your exposure. As part of the audit process, we will ask you for copies of the Certificates of Insurance for each subcontractor that covers the time period the subcontractor performed work for you. Therefore, you may be required to submit more than one Certificate of Insurance for the same subcontractor. If you do not have the certificates, or cannot produce the certificates at the time of the audit, the subcontractor will be considered uninsured and a premium charge will be made.

## **NO FLOOD COVERAGE**

Your basic policy covers losses from many perils. However, it **DOES NOT** provide coverage for flood loss.

At your option, flood coverage may be provided for an additional premium for a particular building location or the contents of a building but only if the Limited Flood Coverage or Difference In Conditions is on your policy.

If flood coverage is listed on your Declarations for a particular location and the Limited Flood Coverage is on your policy, flood coverage is provided under the terms of the Limited Flood Coverage but only if a Building Amount of Insurance or Business Personal Property Amount of Insurance for Limited Flood Coverage for the particular location and building is shown in the Declarations.

If Difference In Conditions appears in the Schedule of Forms, then flood coverage is provided under the terms of the Difference In Conditions Endorsement.

However, if Limited Flood Coverage or Difference In Conditions is **NOT** listed on your Declarations, then your policy **DOES NOT** provide coverage for flood loss.

Insurance covering flood loss is generally available through the National Flood Insurance Program (NFIP).

In an effort to serve you, information about flood insurance and the National Flood Insurance Program (NFIP) can be provided by your ERIE Agent.

If you have any questions concerning this Important Notice, please contact your ERIE Agent.



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

**PREMIUM AUDIT – NONCOMPLIANCE CHARGE**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTORS ERRORS AND OMISSIONS LIABILITY COVERAGE
- EMPLOYEE BENEFITS LIABILITY COVERAGE
- EMPLOYEE DISHONESTY
- EMPLOYMENT PRACTICES LIABILITY
- ERIESECURE BUSINESS PROPERTY COVERAGE PART
- LIQUOR LIABILITY COVERAGE FORM
- MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE
- MOTOR TRUCK CARGO
- POLLUTION LIABILITY COVERAGE – FOR CONTRACTORS DESIGNATED SITES
- PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE
- PRODUCT WITHDRAWAL COVERAGE FORM
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

A. With respect to this endorsement, Paragraph **5. Premium Audit** of **Section V – Conditions**, is deleted.

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM;**
- CONTRACTORS ERRORS AND OMISSIONS LIABILITY COVERAGE;**
- EMPLOYEE BENEFITS LIABILITY COVERAGE;**
- EMPLOYEE DISHONESTY;**
- EMPLOYMENT PRACTICES LIABILITY;**
- ERIESECURE BUSINESS PROPERTY COVERAGE PART;**
- LIQUOR LIABILITY COVERAGE FORM;**
- MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE;**
- MOTOR TRUCK CARGO;**
- POLLUTION LIABILITY COVERAGE – FOR CONTRACTORS DEISGNATED SITES;**
- PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE;**
- PRODUCT WITHDRAWAL COVERAGE FORM; AND**
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE**

A. With respect to this endorsement, the following **Condition** is added:

**Premium Audit**

1. We will compute all premiums for these Coverage Forms and Coverage Parts in accordance with our rules and rates.
2. Premium for auditable coverages in these Coverage Forms and Coverage Parts is an advance, 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 at the last known address. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the deposit and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. If the first Named Insured fails to comply with this request at the close of an audit period, an Audit Noncompliance Charge will be assessed, and notice will be sent to the first Named Insured.

The additional charge will be determined by multiplying the "Estimated Auditable Premium" by the Audit Noncompliance Charge Factor. The Audit Noncompliance Charge Factor is 2.0. (The following example is for illustration purposes only).

Example:

"Estimated Auditable Premium": \$25,000

Audit Noncompliance Charge Factor: 1.0

Audit Noncompliance Charge: \$25,000

- a. We will only assess the Audit Noncompliance Charge:

- 1) For audits conducted after the end of the policy period; and
- 2) When we have made at least two written attempts to obtain audit information from the first Named Insured.

The due date for the Audit Noncompliance Charge is the date shown as the due date on the bill.

- b. **Subsequent Compliance**

- 1) The first Named Insured may notify us in writing, prior to the due date on the bill for the Audit Noncompliance Charge, that the Named Insured agrees to comply with the audit request.
- 2) The first Named Insured must comply with the audit within 30 days of our receipt of the written notification described in **b.1)** above, and then the Audit Noncompliance Charge will no longer apply.
- 3) If the first Named Insured fails to comply with the premium audit after 30 days of our receipt of the notification described in Paragraph **b.1)** above the Audit Noncompliance Charge will be final.

- B. With respect to this endorsement, the following **Definition** is added:

- "Estimated Auditable Premium" is the total sum of the premiums for the auditable coverages in the Coverage Forms or Coverage Parts listed below, which are part of the policy being audited and which are included in the audit. If a Coverage Form or Coverage Part is part of the policy being audited, it will appear in the Declarations under the Schedule of Forms. The following are auditable coverages:
  - Coverage in, or provided by way of an endorsement to, the Commercial General Liability Coverage Form for:
    - Bodily Injury and Property Damage Liability;
    - Damage to Premises Rented to You – Fire Legal Liability;
    - Fellow Employee Liability Coverage;
    - Medical Payments Coverage;
    - Municipalities – Sewer and Drain Back-Up Coverage;
    - Personal and Advertising Injury Liability;
    - Voluntary Property Damage Coverage; and
    - Worldwide Coverage.
  - Contractors Errors and Omissions Liability Coverage;
  - Employee Benefits Liability Coverage;
  - Employee Dishonesty Coverage;
  - Employee Dishonesty Increased Coverage;
  - Employment Practices Liability Coverage;

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- Employment Practices Liability Third Party Coverage;
- Coverage in, or provided by way of an endorsement to, the ErieSecure Business Property Coverage Part for:
  - Employee Dishonesty Increased Coverage;
  - Income Protection Coverage;
  - Motor Truck Cargo Increased Coverage; and
  - Transportation Increased Coverage.
- Liquor Liability Coverage;
- Manufacturers Errors and Omissions Liability Coverage;
- Motor Truck Cargo Coverage;
- Pollution Liability Coverage – For Contractors Designated Sites;
- Printers Errors and Omissions Liability Coverage;
- Product Withdrawal Coverage; and
- Technology Errors and Omissions Liability Coverage.

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## **IMPORTANT NOTICE – ERIESECURE BUSINESS FORM CHANGES – SUMMARY OF CHANGES**

### **This Notice summarizes changes to renewal policies.**

This Notice is a basic description of the major changes in terms, coverages, and exclusions that will be effective upon renewal of your ErieSecure Business Policy. The changes described below do not impact coverage, but you may incur additional charges if you fail to cooperate with a premium audit.

This Notice provides a listing of miscellaneous forms and endorsements changes that have been made to the ErieSecure Business Program. Your policy may contain one or more of these forms and endorsements. If a form or endorsement is applicable to your policy, it will appear on the Declarations under the Schedule of Forms.

This Notice does not reference every editorial change made in your policy.

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements. PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice. If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.

### **FORM CHANGES**

#### **PREMIUM AUDIT – NONCOMPLIANCE CHARGE EPP0094 (Ed. 10/24)**

#### **PREMIUM AUDIT – NONCOMPLIANCE CHARGE – MARYLAND EPP0094MD (Ed. 10/24)**

#### **PREMIUM AUDIT – NONCOMPLIANCE CHARGE – NORTH CAROLINA EPP0094NC (Ed. 10/24)**

#### **PREMIUM AUDIT – NONCOMPLIANCE CHARGE – WISCONSIN EPP0094WI (Ed. 10/24)**

Attachment of this endorsement to your policy may apply a premium audit noncompliance charge if you do not cooperate with a premium audit at the end of the policy period as provided in the Premium Audit – Noncompliance Charge Condition in your policy. Attachment of this endorsement does not impact coverage, but you may incur additional charges if you fail to cooperate with a premium audit.

If you fail to comply with our audit request by the close of the audit period, an Audit Noncompliance Charge will be assessed and a separate Notice will be sent to you notifying you of the Audit Noncompliance Charge. The additional charge will be determined by multiplying the Estimated Auditable Premium by the Audit Noncompliance Charge Factor, as those terms are defined and explained in the endorsement.

The Audit Noncompliance Charge can be waived if you notify us in writing prior to the due date on the bill for the Audit Noncompliance Charge that you agree to comply with the audit request and then comply with the audit request within 30 days of our receipt of your written request. However, if you fail to comply with the premium audit after 30 days of our receipt of your written request to subsequently comply, the Audit Noncompliance Charge will be final.

Please read your policy carefully to understand this Condition.



# IMPORTANT NOTICE – ERIESEURE BUSINESS FORM CHANGES – SUMMARY OF CHANGES

## This Notice summarizes changes to renewal policies.

This Notice is a basic description of the major changes in terms, coverages, and exclusions that will be effective upon renewal of your ErieSecure Business Policy. Some of the changes described below will result in the reduction of coverage or the addition of an exclusion of coverage in your policy. Other changes may broaden, clarify, or have no impact on coverage.

This Notice provides a listing of miscellaneous forms and endorsements changes that have been made to the ErieSecure Business Program. Your policy may contain one or more of these forms and endorsements. If a form or endorsement is applicable to your policy, it will appear on the Declarations under the Schedule of Forms.

This Notice does not reference every editorial change made in your policy.

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements. PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice. If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.

### FORM CHANGES

#### **EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) CG 40 32 (Ed. 5/23)**

- **Reduction in Coverage**
  - Added a Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) exclusion for bodily injury, property damage, and personal and advertising injury arising out of any PFAS exposure, including any loss, cost, or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities of PFAS by any insured or by any other person or entity.

#### **POLICY CHANGE ENDORSEMENT – EXCLUSIONS EPP0008 (Ed. 9/23)**

- **Reduction in Coverage**
  - Added a Human Trafficking exclusion for bodily injury, property damage, and personal and advertising injury arising out of the actual, alleged, threatened, or suspected human trafficking, including any attempt to commit or conspiracy to commit acts related to human trafficking by you or on your behalf.
  - Added a Violation of Law Addressing Data Privacy exclusion for bodily injury, property damage, or personal or advertising injury, arising out of an actual or alleged violation of any law concerning the privacy of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.

#### **EMPLOYMENT PRACTICES LIABILITY EPP3700 (Ed. 9/23)**

#### **EMPLOYMENT PRACTICES LIABILITY – INDIANA EPP3700IN (Ed. 9/23)**

#### **EMPLOYMENT PRACTICES LIABILITY – KENTUCKY EPP3700KY (Ed. 9/23)**

#### **EMPLOYMENT PRACTICES LIABILITY – MARYLAND EPP3700MD (Ed. 9/23)**

#### **EMPLOYMENT PRACTICES LIABILITY – VIRGINIA EPP3700VA (Ed. 9/23)**

#### **EMPLOYMENT PRACTICES LIABILITY – WISCONSIN EPP3700WI (Ed. 9/23)**

- **Reduction in Coverage**
  - Added a Violation of Law Addressing Data Privacy exclusion for bodily injury, property damage, or personal or advertising injury, arising out of an actual or alleged violation of any law concerning the privacy of any person's or organization's confidential or personal material or information, including financial, health, biometric, or other nonpublic material or information.
- **Clarification in Coverage**

- Revised the Confidential or Personal Material or Information exclusion to clarify that any liability arising from access to or disclosure of confidential or personal biometric material or information is excluded.



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

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

**Terrorism Premium (Certified Acts) \$ 4** - This is the portion of your annual premium attributable to coverage for terrorism (Certified Acts) under the ErieSecure Business policy (\$4.00 per policy issued).

**Additional Information, if any, concerning the terrorism premium:**

#### SCHEDULE – PART II (Refer to Paragraph B. in this endorsement)

**Federal share of Terrorism Losses: 80%**

(Applicable if policy is in force)

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

#### A. Disclosure of Premium

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

#### B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses at-

tributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion,

and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.