ASPEN MOUNTAIN CONDOMINIUM
ASSOCIATION INC.
1001 GRAND AVE
301
GLENWOOD SPRINGS, CO 81601-3641

YOUR AGENT

ALLEE AGENCY INC
330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

Dear Policyholder,

Thank you for choosing Liberty Mutual. We appreciate your business and the trust that you have placed in us to protect what you have worked hard to build.

Enclosed are the following insurance documents:

Commercial Package

Please refer to your declarations page to review your specific coverages, limits, and premium. Verify that all information is correct and contact your agent if you have any questions or need to make any changes.

Finally, visit mybusiness.libertymutual.com/create-profile to take advantage of several self-service options. Once you create an account, you may pay your bill, check the status of a claim, and download policy documents, including a certificate of insurance.

Sincerely,

Luke Bills
President of Independent Agent Distribution

QUICK LINKS

Manage policies and payments at:
mybusiness.libertymutual.com

Explore small business products at:
business.libertymutual.com

FILING A CLAIM

To file a claim, contact your agent or call **800-362-0000** or visit us at:
business.libertymutual.com/claim/report-a-claim/

PRIVACY POLICY

Learn more at libertymutual.com/privacy

CONTINUE TO THE NEXT PAGE

THIS IS NOT YOUR INSURANCE BILL. YOU WILL BE BILLED SEPARATELY

NOTICE(S) TO POLICYHOLDER(S)

The important Notice(s) to Policyholder(s) provides a general explanation of changes to policy coverages. It is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties, and what is and is not covered.

FORM NUMBER	TITLE
CNI 90 11 07 18	Reporting a Commercial Claim 24 Hours a Day
CNI 90 20 08 21	Important Notice Circumstances Adversely Impacting Credit History
CNI 90 24 08 22	Information About Your Policy
CNI 90 37 07 23	Audit Information Policyholder Notice
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
SNI 04 01 06 24	Liberty Mutual Group Privacy Notice

THIS IS NOT YOUR INSURANCE BILL. YOU WILL BE BILLED SEPARATELY

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away — One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at **800-362-0000** for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms — part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at **www.libertymutualgroup.com/toolkit.**

For all claims inquiries please call us at **800-362-0000.**

IMPORTANT NOTICE
CIRCUMSTANCES ADVERSELY IMPACTING CREDIT HISTORY

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance.

We may use a credit-based insurance score when pricing your business insurance policy. If your credit HISTORY has been adversely impacted by any of the following circumstances, you may request in writing that we take this under consideration when using your credit information.

- Catastrophic medical expense due to illness, disease, or disability
- Divorce, dissolution of a marriage, or involuntary interruption of legally-owed alimony or support payments
- Death of a spouse or family member
- Temporary loss of employment
- Identity theft
- Total or other loss that makes your home uninhabitable
- Victim of domestic abuse
- Care of an adult dependent or dependent grandchild
- Impact from a major natural catastrophe, including hurricane or tornado
- Military deployment overseas
- Any other circumstance an insurer may choose to recognize
- Personal guarantee of a business loan
- A catastrophic event, as declared by the federal or state government
- A serious illness or injury, or serious illness or injury to an immediate family member
- Predatory lending resulting in the foreclosure of, or commencement of proceedings or an action to foreclose, a mortgage of real property owned by the insured or insurance applicant

In order for us to take into consideration these circumstances, you must submit this request to us not more than sixty (60) days after the date of your application for insurance or your policy's renewal. We may require you to provide additional documentation of the circumstances to explain how the circumstances may have negatively affected your credit history.

You may send your request by email to BL_Credit_Request@libertymutual.com. Please include the business name, your name and title, policy number, and phone number.

INFORMATION ABOUT YOUR POLICY

Policy Number: JKF (26) 69 90 00 61
Insured Name: ASPEN MOUNTAIN CONDOMINIUM

Like many insurance companies, Liberty Mutual Insurance considers many factors, including information based on your credit history, claims history, and risk characteristics to determine your premium. You have the option to request that we re-evaluate your insurance rate with up-to-date information for determining the premium for the next renewal period. You may request this kind of policy re-evaluation once every twelve months. Please note that a re-evaluation may result in a quoted premium either higher or lower than your current premium.

To submit a request, please contact your independent agent.

IMPORTANT NOTICE – PLEASE READ CAREFULLY

Audit Information Policyholder Notice

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions. Please refer any questions you may have to your insurance agent.

We would like to thank you for being a policyholder. We appreciate your business.

If your policy contains a condition stating it is subject to a premium audit, we would like to take this opportunity to explain how the audit process works and answer the most common questions we receive from our policyholders. The information in this notice will make it easier for you to prepare for your audit.

INSURANCE PREMIUM AUDIT FACTS

Audits can benefit our policyholders by allowing us to collect the appropriate amount of premium for each policy.

Most commercial policies are written based on estimated or fluctuating exposure bases. At the end of the policy term an audit will determine the actual exposure bases and the premium will be adjusted accordingly. A company representative will conduct the audit.

The premium auditor will examine and audit records that relate to your policy. The records necessary to complete the audit will vary, based on the coverages you have. Types of records that may be requested for your audit include, but are not limited to:

- Payroll Records, including Federal 941 forms
- Sales Journals or income statements
- General Ledger
- Cash Disbursements Journal
- Subcontractor Certificates

Keeping accurate and complete records will allow the auditor to properly classify and allocate your exposures correctly. Often there are allowable credits available according to insurance manual classification and rating rules. The premium auditor will be able to give you the credits, to which you are entitled, if your records provide the necessary details. Providing the records your auditor needs can save you time and money as well as expedite the audit process.

HOW AUDITS ARE CONDUCTED

Audits are handled in different ways, depending on the types of coverages you may have. We conduct audits in the following ways:

Physical Audit – An auditor will contact you and set up a convenient time to personally come to your business and review your records.

Phone Audit – Forms will be mailed to you, explaining what is necessary to complete a phone audit. The phone auditor will contact you or your bookkeeper for this information.

Voluntary Audit – Forms will be mailed to you for completion. We will provide you with contact information if you need assistance in completing the forms.

COMPLETING THE AUDIT

Many states have enacted legislation that governs the time in which an audit must be completed, billed, and paid. This applies to audits for cancelled policies as well as regular audits. In order to comply with state regulations, it is important to make your records available for audit when our representative contacts you. We will make every effort to complete the audit within a reasonable time after the close of the policy period stated in your policy.

FREQUENTLY ASKED QUESTIONS

Q: What if I use subcontractors?

A: Subcontractors are factored in to the audit process. Subcontractors who do not have insurance are treated as though they are your employees at the time of the audit. If your subcontractor furnishes you with a certificate of liability or workers' compensation insurance, your insurance cost for that subcontractor could be less. See your policy for details on limits of insurance required for certificates.

Q: I have no employees and work alone. Does the insurance company still need to complete an audit?

A: Yes. The auditor will need to verify you worked alone by examining business records that may include tax filings, disbursements, and check stubs.

Q: Do I need an audit if I have cancelled my policy or am no longer insured with you?

A: An audit may still be necessary even if you no longer have an active policy with us. The audit would cover the time period for which you were insured by us. Other factors that may determine if an audit is necessary include the time the policy was in effect and the amount of premium involved.

Q: If I use leased employees but the leasing company carries the liability, are the leased employees excluded from my General Liability policy?

A: No. Per GL base contract, the definition is "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

Q: Is it necessary to keep records on any casual labor I use?

A: Yes. Casual labor payroll is examined during the audit.

Q: What happens if I do not comply with the audit and fail to provide all necessary records and verification?

A: It is important to provide the necessary information in order to complete the audit. If you fail to do so, your policy may be cancelled or nonrenewed. You may also receive an estimated audit statement based on increased policy exposure estimates due to non-compliance of audit.

Q: Am I able to request an audit on my policy?

A: Yes. Inquiries may be started by contacting your independent agent or our Premium Audit Department.

If you would like additional information about the policy audit process, your independent agent can assist you. The Premium Audit Department is also available to answer any questions you may have regarding this process.

Please contact us at 1-888-224-9246 or via E-mail at PremiumAuditServices@libertymutual.com.

This notice is for information purposes only and does not provide coverage. Your Declarations Page, in conjunction with your policy and other applicable endorsements, provides complete details of your coverages. If this notice conflicts with the applicable policy language, the policy language prevails. Carefully read your policy, including all endorsements.

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

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

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

Please refer any questions you may have to your insurance agent.

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

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

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

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

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

LIBERTY MUTUAL GROUP PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)
(Effective June 2024)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant.** It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

How Do You Gather My Data?

We gather your personal data **directly from you**. For example, you provide us with data when you:	We also gather your personal data **from other people**. For example:
• ask about or buy insurance, or file a claim	• your insurance agent or broker
• pay your policy	• your employer, association or business (if you are insured through them)

• visit our websites, call us, or visit our office	• our affiliates or other insurance companies about your transactions with them
	• consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	• other public directories and sources
	• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	• other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

Business Purpose	**Data Categories**	**Do We Sell or Share Your Data as Defined by CPRA?**
Market, sell and provide insurance. This includes, for example: • calculating your premium; • determining your eligibility for a quote; • confirming your identity and servicing your policy;	• Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data • Sensitive Data	• No

Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Manage your claim. This includes, for example: ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement or repairs;	● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No
Day to Day Business and Insurance Operations. This includes, for example: ● creating, maintaining, customizing, and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology and development; ● marketing, advertising and creating products and services; ● conducting audits related to a current contact with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization;	● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No
Security and Fraud Detection. This includes, for example: ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure, and premises; ● help to ensure the safety and security of Liberty Mutual staff, assets, and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;	● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No

Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Regulatory and Legal Requirements. This includes for example: ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's Mutual's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty Mutual is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty Mutual contract obligations; ● to respond to law enforcement requests as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law;	● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No
Improve Your Customer Experience and Our Products. This includes, for example: ● improve your customer experience, our products, and service; ● to provide support, personalize, and develop our website, products, and services; ● create and offer new products and services;	● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No
Analytics to identify, understand, and manage our risks and products. This includes, for example: ● conducting analytics to better identify, understand, and manage risk and our products;	● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information; ● Risk data ● Claims data ● Sensitive Data	● No

Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Customer service and technical support. This includes, for example: ● answer questions and provide notifications; ● provide customer and technical support.	● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data	● No
Cross-Context Behavioral Advertising	● Identifiers ● IP address ● Internet or other similar network activity	● We share this information with service providers such as search engines and social media platforms.

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration". This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data to service providers for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Information
Internet or other similar network activity	Claims Data
Inferences drawn from personal data	Risk Data
Professional, employment, and education information	

How Do We Keep Your Personal Data Safe?

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

Children's Privacy

We do not direct our services to individuals under the age of 13 and we request that these individuals do not provide personal data through our services.

What Rights Do I Have to Learn More About My Personal Data?

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to Lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at lmi.co/caprivacychoices. To learn more about these and other privacy rights you may have as a California resident, please see the California Privacy Policy (Consumers). If you cannot access the link, please contact us.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is posted online at https://www.libertymutual.com/. You are responsible for reviewing this notice to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

Calling:	800-344-0197
Email:	privacy@libertymutual.com
Online:	Libertymutualgroup.com/privacy- policy/data-request
Postal Address:	Liberty Mutual Insurance Company 175 Berkeley St. 6th Floor Boston, MA 02116 Attn: Privacy Office

Liberty Mutual INSURANCE

Coverage Is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

Policy Number:
JKF (26) 69 90 00 61
Policy Period:
From 11/21/2025 To 11/21/2026
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address	**Agent Mailing Address & Phone No.**
ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC. 1001 GRAND AVE 301 GLENWOOD SPRINGS, CO 81601-3641	(615) 386-7153 ALLEE AGENCY INC 330 MALLORY STATION RD STE A2 FRANKLIN, TN 37067-2860

Named Insured Is: CORPORATION

Named Insured Business Is: CONDO ASSOC

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

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES
Commercial Package	$16,383.00

Total Charges for all of the above coverage parts: $16,383.00

Certified Acts of Terrorism Coverage: $69.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

This policy may be auditable. Please refer to the conditions of the policy for details or contact your agent.

Issue Date 11/21/2025

Authorized Representative

To report a claim, call your Agent or 800-362-0000

DS 70 61 07 23

Liberty Mutual INSURANCE

Coverage Is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

Policy Number:
JKF (26) 69 90 00 61
Policy Period:
From 11/21/2025 To 11/21/2026
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address	**Agent Mailing Address & Phone No.**
ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC.	(615) 386-7153 ALLEE AGENCY INC

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
1G0001FR 07 23	Commercial General Liability Coverage Form	CO
1G0101CO 07 23	Colorado Changes - Liability	CO
1G0403FR 07 23	Medical Payments At Your Request	CO
1G0408FR 07 23	Limited Fungi Or Bacteria Liability Coverage	CO
1G0412FR 07 23	Tenant's Property Legal Liability Coverage	CO
1G0413FR 07 23	Heating Or Air Conditioning Loss Reimbursement Coverage	CO
1G0447FR 01 24	Condominiums, Co-Ops, Associations - Directors And Officers Liability Coverage (Claims Made)	CO
1G0453CO 01 24	Cyber Suite Coverage (Claims-Made) - Colorado	CO
1G1001FR 07 23	Primary And Noncontributory	CO
1G1011FR 07 23	Additional Insured - Automatic Status By Contract - Ongoing Operations	CO
1G1507FR 07 23	Cross Suits Liability Exclusion	CO
1G1523FR 07 23	Cap On Losses From Certified Acts Of Terrorism	CO
1G1531FR 07 23	Punitive Damages Related To A Certified Act Of Terrorism Exclusion	CO
1G1535FR 01 24	Silica Exclusion	CO
1G1552FR 07 23	Tobacco, Tobacco Products, Nicotine, Nicotine Products, Or Electronic Smoking Devices Exclusion	CO
1G1557FR 07 23	Sexual Misconduct Or Abusive Acts Exclusion	CO
1G1560FR 07 23	Pfc/Pfas Exclusion	CO
1G1562FR 07 23	Biometric Information Privacy Claim Exclusion	CO
1G1566FR 07 23	Communicable Disease Exclusion	CO
1G1578FR 07 23	Human Trafficking Exclusion	CO
1G1583FR 07 23	Punitive Or Exemplary Damages Exclusion	CO

To report a claim, call your Agent or 800-362-0000

DS 70 61 07 23

Liberty Mutual INSURANCE

Coverage Is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

Policy Number:
JKF (26) 69 90 00 61
Policy Period:
From 11/21/2025 To 11/21/2026
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address	**Agent Mailing Address & Phone No.**
ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC.	(615) 386-7153 ALLEE AGENCY INC

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
1G1585FR 07 23	Cyber Incident Liability Exclusion	CO
1G2505FR 07 23	Waiver Of Transfer Of Rights Of Recovery Against Others To Us - When Required In A Contract Or Agreement With You	CO
1G2512FR 07 23	Amendment Of Insured Contract Definition	CO
1M0001FR 07 23	Common Policy Conditions	CO
1M0101CO 07 23	Colorado Changes - Common Policy Conditions	CO
1M0107CO 07 23	Colorado Changes - Civil Union	CO
1M1501FR 07 23	Nuclear Energy Liability Exclusion (Broad Form)	CO
1P0001FR 07 23	Commercial Property Coverage Form	CO
1P0002FR 07 23	Business Income And Extra Expense Coverage Form	CO
1P0302FR 07 23	Windstorm Or Hail Percentage Deductible	CO
1P0402FR 07 23	Appurtenant Structures - Building Coverage	CO
1P0403FR 07 23	Inventory And Appraisal Expense	CO
1P0405FR 07 23	Non-Owned Detached Trailers Or Portable Storage Units Coverage	CO
1P0406FR 07 23	Fire Extinguisher Systems Recharge Expense Coverage	CO
1P0407FR 07 23	Fire Department Service Charge Coverage	CO
1P0409FR 07 23	Pollutant Clean-Up And Removal Coverage	CO
1P0410FR 07 23	Lost Keys Coverage	CO
1P0411FR 07 23	Debris Removal Coverage	CO
1P0412FR 07 23	Limited Fungi, Wet Rot, Or Dry Rot Coverage	CO
1P0413FR 07 23	Water Damage, Other Liquids, Powder Or Molten Material Damage Coverage	CO
1P0414FR 07 23	Contract Penalty Coverage	CO
1P0417FR 07 23	Water Back-Up, Discharge, And Sump Overflow Coverage	CO

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	Coverage Is Provided In: First National Insurance Company of America 175 Berkeley Street, Boston, MA 02116	Policy Number: **JKF (26) 69 90 00 61** Policy Period: **From 11/21/2025 To 11/21/2026** *12:01 am Standard Time at Insured Mailing Location*

Common Policy Declarations

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POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
1P0424FR 07 23	Newly Acquired Or Constructed Property Coverage	CO
1P0425FR 07 23	Reward Coverage	CO
1P0426FR 07 23	Outdoor Property Coverage	CO
1P0431FR 07 23	Electronic Data - Direct Damage Coverage	CO
1P0434FR 07 23	Forgery, Alteration, Money Orders, And Counterfeit Money Coverage	CO
1P0435FR 07 23	Identity Theft Administrative Services and Expense Coverage	CO
1P0436FR 07 23	Outdoor Signs On Premises Coverage	CO
1P0437FR 07 23	Unauthorized Business Card Use Coverage	CO
1P0441FR 07 23	Utility Services - Business Income And Extra Expense Coverage	CO
1P0443FR 07 23	Utility Services - Direct Damage Coverage	CO
1P0449FR 07 23	Business Income - Ordinance Or Law Increased Period Of Restoration	CO
1P0450FR 07 23	Lock And Key Replacement Coverage	CO
1P0451FR 07 23	Tenant Move Back Coverage	CO
1P0452FR 07 23	Lost Lease Coverage - Lessors Interest	CO
1P0453FR 07 23	Underground Pipes, Flues, Or Drains Coverage	CO
1P0461FR 07 23	Business Income - Limited Fungi, Wet Or Dry Rot Coverage	CO
1P0462FR 07 23	Equipment And Technology Breakdown Coverage	CO
1P0463FR 07 23	Ordinance Or Law - Equipment Coverage	CO
1P0467FR 07 23	Ordinance Or Law Coverage	CO
1P0468FR 07 23	Condominium Association Coverage	CO
1P1508FR 07 23	Cyber Incident Property Exclusion	CO
1P2503FR 07 23	Windstorm Or Hail Loss Notification	CO
1P2505FR 07 23	Protective Safeguards	CO

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DS 70 61 07 23

Liberty Mutual INSURANCE

Coverage Is Provided In:
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175 Berkeley Street, Boston, MA 02116

Common Policy Declarations

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ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC.	(615) 386-7153 ALLEE AGENCY INC

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) APPLICABLE
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism	CO
SNI 90 07 07 23	Terrorism Insurance Premium Disclosure and Opportunity To Reject	CO
CNI 90 29 07 23	Signature Form	CO

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Liberty Mutual INSURANCE

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175 Berkeley Street, Boston, MA 02116

Declarations Schedule

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From 11/21/2025 To 11/21/2026
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Named Insured & Mailing Address

ASPEN MOUNTAIN CONDOMINIUM
ASSOCIATION INC.
1001 GRAND AVE
301
GLENWOOD SPRINGS, CO 81601-3641

Agent Mailing Address & Phone No.

(615) 386-7153
ALLEE AGENCY INC
330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

SUMMARY OF CHARGE(S)

DESCRIPTION	PREMIUM
Commercial General Liability Premium	$2,123.00
Commercial Property Premium	$14,260.00
Certified Acts of Terrorism Coverage (Included)	$69.00

Total Charges: $16,383.00

Note: This is not a bill

Coverage Is Provided In:	Policy Number:
First National Insurance Company of America	**JKF (26) 69 90 00 61**
175 Berkeley Street, Boston, MA 02116	Policy Period: **From 11/21/2025 To 11/21/2026** *12:01 am Standard Time at Insured Mailing Location*

Declarations Schedule

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SUMMARY OF LOCATION(S) AND BUILDING(S)

LOCATION(S) AND BUILDING(S) SCHEDULE

The below are the location(s) and building(s) that are scheduled on the policy(s) as shown in this Declarations. Coverage(s) and Exclusion(s) that apply to the location(s) and building(s) listed below are indicated in each Section within the Summary of Coverages.

Loc #	Bldg #	Address	Description
0001	0001	731 S Mill St, Aspen, CO 81611-1865	Residential Condominiums without Mercantile

Liberty Mutual. INSURANCE

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ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC. 1001 GRAND AVE 301 GLENWOOD SPRINGS, CO 81601-3641	(615) 386-7153 ALLEE AGENCY INC 330 MALLORY STATION RD STE A2 FRANKLIN, TN 37067-2860

SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S)

Coverage(s) and Exclusion(s) listed below apply, unless otherwise indicated with a Loc # or Bldg #. If a Loc# and/or Bldg# is shown next to a coverage or exclusion, that coverage or exclusion applies only to those Location(s) and/or Building(s).

N/A = Not Applicable

If "Deductible Liability" is shown in the schedule below that deductible applies to all of the coverage(s) and exclusion(s) listed unless otherwise indicated in the deductible column.

When “Included” is listed in the premium column, the premium is calculated as part of the GL premium.

A Retroactive Date may apply for certain coverages. Check the list below for details. (If left blank, the entry will be deemed the same as “From” as indicated in the Policy Period above.)

Limits displayed may either be included in or in addition to Commercial General Liability limits. Form language must be reviewed to determine application.

The Commercial General Liability premium shown in the Declarations is an advance premium.

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Commercial General Liability Coverage Form - 1G0001FR - Each Occurrence		2,000,000	$1,028.00
		Commercial General Liability - General Aggregate Limit (Other than Products - Completed Operations) - 1G0001FR		4,000,000	Included
		Damage To Premises Rented To You - 1G0001FR - Any One Premises		300,000	Included
		Medical Expenses - 1G0001FR - Any One Person		15,000	Included
		Personal And Advertising Injury - 1G0001FR - Any One Occurrence		2,000,000	Included
		Products - Completed Operations - 1G0001FR - Aggregate		4,000,000	$0.00
		Supplementary Payments - Bail Bonds - 1G0001FR		3,000	Included
		Supplementary Payments - Loss Of Earnings - 1G0001FR		500	Included
		Amendment Of Insured Contract Definition - 1G2512FR	N/A	N/A	N/A

Declarations Schedule

Named Insured & Mailing Address | **Agent Mailing Address & Phone No.**

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330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Biometric Information Privacy Claim Exclusion - 1G1562FR	N/A	N/A	N/A
		Cap On Losses From Certified Acts Of Terrorism - 1G1523FR	N/A	See Form	$4.00
		Communicable Disease Exclusion - 1G1566FR	N/A	N/A	N/A
		Condominiums, Co-ops, Associations - Directors And Officers Liability Coverage - 1G0447FR	See Form	See Form	$200.00
		Cross Suits Liability Exclusion - 1G1507FR	N/A	N/A	N/A
		Cyber Incident Liability Exclusion - 1G1585FR	N/A	N/A	N/A
		Heating Or Air Conditioning Loss Reimbursement Coverage - 1G0413FR - Per Breakdown / Aggregate	N/A	25,000 / 50,000	$200.00
		Human Trafficking Exclusion - 1G1578FR	N/A	N/A	N/A
		Limited Fungi or Bacteria Liability Coverage - 1G0408FR - Aggregate		50,000	$66.00
		Medical Payments At Your Request - 1G0403FR		See Form	N/A
		Nuclear Energy Liability Exclusion (Broad Form) - 1M1501FR	N/A	N/A	N/A
		PFC/PFAS Exclusion - 1G1560FR	N/A	N/A	N/A
		Primary and Noncontributory - 1G1001FR	N/A	N/A	N/A
		Punitive Damages Related To A Certified Act Of Terrorism Exclusion - 1G1531FR	N/A	N/A	N/A
		Punitive or Exemplary Damages Exclusion - 1G1583FR	N/A	N/A	N/A
		Sexual Misconduct Or Abuse Acts Exclusion - 1G1557FR	N/A	N/A	N/A
		Silica Or Silica-Related Dust Exclusion - 1G1535FR	N/A	N/A	N/A

Declarations Schedule

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SUMMARY OF COMMERCIAL GENERAL LIABILITY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Tenant's Property Legal Liability Coverage - 1G0412FR - Per Occurrence		10,000	$50.00
		Tobacco, Tobacco Products, Nicotine, Nicotine Products, Or Electronic Smoking Devices Exclusion - 1G1552FR	N/A	N/A	N/A
		Waiver of Transfer of Rights of Recovery Against Others To Us - When Required In A Contract Or Agreement With You - 1G2505FR	N/A	N/A	$90.00
		General Liability Expense Constant	N/A	N/A	$150.00

Declarations Schedule

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FRANKLIN, TN 37067-2860

SUMMARY OF COMMERCIAL GENERAL LIABILITY CLASSIFICATION(S) BY LOCATION(S)

CLASSIFICATION(S) BY LOCATION(S)

Loc #	Class Code	GL Class Code Description	Exposure	Premium
0001	62003	Condominiums - Residential - (Association Risk Only)	10 (U)	
		Premise / Operations		$1,028.00

A=Acres, AD=Admissions, C=Cost, E=Each, GAL=Gallon, GS=Gross Sales, M=Member(s), P=Payroll, PE=Per Employee, R=Receipts, SP=Swimming Pools, SQ=Square Feet of Area, U=Units

Declarations Schedule

Named Insured & Mailing Address

ASPEN MOUNTAIN CONDOMINIUM
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(615) 386-7153
ALLEE AGENCY INC
330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

SUMMARY OF ADDITIONAL INSURED(S)

ADDITIONAL INSURED(S)

Additional insured(s) listed below apply to Commercial General Liability Coverage.

Additional Insured	Coverage Applicable	Premium
Additional Insured - Automatic Status By Contract - Ongoing Operations - 1G1011FR	N/A	$51.00

Liberty Mutual INSURANCE

Coverage Is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Declarations Schedule

Policy Number:
JKF (26) 69 90 00 61
Policy Period:
From 11/21/2025 To 11/21/2026
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

ASPEN MOUNTAIN CONDOMINIUM
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1001 GRAND AVE
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GLENWOOD SPRINGS, CO 81601-3641

Agent Mailing Address & Phone No.

(615) 386-7153
ALLEE AGENCY INC
330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

SUMMARY OF COMMERCIAL PROPERTY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S)

Coverage(s) and Exclusion(s) listed below apply, unless otherwise indicated with a Loc # or Bldg #. If a Loc# and/or Bldg# is shown next to a coverage or exclusion, that coverage or exclusion applies only to those Location(s) and/or Building(s).

Deductible - If a coverage has a specific deductible, it will be shown in the deductible column. If “Follows Loc/Bldg” is indicated in the Deductible column, a Building, Business Income or Business Personal Property applicable Deductible(s) will apply. See the coverage form for Deductible(s) application.

Limit of Insurance - If “Follows Loc/Bldg” is indicated in the Limit of Insurance column, we will apply the applicable Limit of Insurance for the location / building where the loss occurs.

When “included” is listed in the premium column, the premium is calculated as part of the associated Building, Business Personal Property, Business Income, or Optional Coverage Premium.

N/A = Not Applicable

Loss Settlement Options - ACV = Actual Cash Value; RC = Replacement Cost

Loc #	Bldg #	Coverage & Form Number	Loss Settlement Option	Deductible	Limit of Insurance	Premium
0001	0001	Building - 1P0001FR	RC	$10,000	6,000,000	$11,692.00
0001	0001	Building Limit - 1P0001FR - Inflation Guard - 4%		N/A	N/A	Included
0001	0001	Business Income And Extra Expense Coverage - 1P0002FR	N/A	Waiting Period - 72 Hours	250,000	$925.00
0001	0001	Business Income - Ordinance Or Law Increased Period Of Restoration - 1P0449FR	N/A	Business Income Waiting Period Applies	N/A	$12.00
0001	0001	Ordinance Or Law - Coverage 1 - Loss To The Undamaged Portion Of The Building Or Tenants' Improvement And Betterments - 1P0467FR		N/A	Follows Loc/Bldg	$629.00
0001	0001	Ordinance Or Law - Coverage 2 - Demolition Cost And Coverage 3 - Increased Cost Of Construction - Combined Limit - 1P0467FR		N/A	150,000	$72.00

To report a claim, call your Agent or 800-362-0000

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Declarations Schedule

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ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC. 1001 GRAND AVE 301 GLENWOOD SPRINGS, CO 81601-3641	(615) 386-7153 ALLEE AGENCY INC 330 MALLORY STATION RD STE A2 FRANKLIN, TN 37067-2860

SUMMARY OF COMMERCIAL PROPERTY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Loss Settlement Option	Deductible	Limit of Insurance	Premium
0001	0001	Protective Safeguards - 1P2505FR		N/A	See Form	N/A
0001	0001	Water Back-Up, Discharge, And Sump Overflow Coverage - 1P0417FR		$500	25,000	$38.00
0001	0001	Windstorm Or Hail Percent Deductible - 1P0302FR		1%	N/A	N/A
0001	ALL	Utility Services - Business Income And Extra Expense - 1P0441FR - Including Overhead Transmission Lines - Per Occurrence/Aggregate	N/A	Waiting Period - 72 Hours	25,000 / 50,000	$13.00
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR		$1,000	Follows Bldg/BPP Limits	$581.00
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR - Ammonia Contamination		N/A	100,000	Included
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR - Data Restoration		N/A	100,000	Included
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR - Expediting Expenses		N/A	100,000	Included
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR - Hazardous Substances		N/A	100,000	Included
0001	ALL	Equipment And Technology Breakdown Coverage - 1P0462FR - Spoilage		N/A	100,000	Included

Declarations Schedule

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SUMMARY OF COMMERCIAL PROPERTY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Loss Settlement Option	Deductible	Limit of Insurance	Premium
0001	ALL	Utility Services - Direct Damages - 1P0443FR - Including Overhead Transmission Lines		Follows Loc/Bldg	50,000	$15.00
0001	Where BI/EE Applies	Equipment And Technology Breakdown Coverage - 1P0462FR - Business Income	N/A	N/A	Follows BI/EE Limits	Included
0001	Where BI/EE Applies	Equipment And Technology Breakdown Coverage - 1P0462FR - Utility Services	N/A	N/A	Follows Utility Services Limits	Included
	Where BI/EE Applies	Business Income - Limited Fungi, Wet, Or Dry Rot - 1P0461FR - Per Annual Period - Number of Days 30	N/A	Follows Loc/Bldg	15,000	N/A
		Appurtenant Structures - Building Coverage - 1P0402FR		Follows Loc/Bldg	50,000	$4.00
		Cap On Losses From Certified Acts Of Terrorism - IL 09 52		N/A	N/A	$65.00
		Condominium Association - 1P0468FR		Follows Loc/Bldg	Follows Loc/Bldg	N/A
		Contract Penalty Coverage - 1P0414FR		N/A	25,000	$5.00
		Cyber Incident Exclusion - 1P1508FR		N/A	N/A	N/A
		Debris Removal Coverage - 1P0411FR		N/A	25% Of Amount Paid For Covered Loss	N/A
		Debris Removal Of Other Property - 1P0411FR		N/A	5,000	N/A
		Debris Removal - Additional Limit - 1P0411FR		N/A	50,000	$5.00
		Electronic Data - Direct Damage - 1P0431FR - Annual Aggregate		Follows Loc/Bldg	25,000	$2.00
		Equipment And Technology Breakdown Coverage - 1P0462FR - Off Premises Equipment		N/A	100,000	Included

Declarations Schedule

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SUMMARY OF COMMERCIAL PROPERTY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Loss Settlement Option	Deductible	Limit of Insurance	Premium
		Fire Department Service Charge - 1P0407FR		N/A	25,000	$2.00
		Fire Extinguisher Systems Recharge Expense - 1P0406FR		N/A	15,000	$1.00
		Forgery, Alteration, Money Orders, And Counterfeit Money - 1P0434FR		$250	25,000	$5.00
		Identity Theft Administrative Services And Expense Coverage - Expense Limit - 1P0435FR		$250	25,000	$5.00
		Identity Theft Administrative Services And Expense Coverage - Advertising Expenses - 1P0435FR		$250	5,000	N/A
		Identity Theft Administrative Services And Expense Coverage - Lost Income-Per Day / Aggregate - 1P0435FR		$250	250 / 5,000	N/A
		Inventory And Appraisal Expense - 1P0403FR - Per Occurrence		N/A	10,000	$3.00
		Limited Fungi, Wet Rot, Or Dry Rot Coverage - 1P0412FR		Follows Loc/Bldg	15,000	$2.00
		Lock And Key Replacement - 1P0450FR		N/A	10,000	$1.00
		Lost Keys - 1P0410FR		N/A	10,000	$3.00
		Lost Lease Coverage - Lessors Interest - 1P0452FR		Follows Loc/Bldg	25,000	$7.00
		Newly Acquired Or Constructed Property - 1P0424FR - Building - Number Of Days - Up To 180		Follows Loc/Bldg	1,000,000	$8.00
		Non-Owned Detached Trailers Or Portable Storage Units - 1P0405FR		Follows Loc/Bldg	5,000	$1.00
		Ordinance Or Law - Equipment Coverage - 1P0463FR		N/A	Follows Loc/Bldg	$15.00

Declarations Schedule

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SUMMARY OF COMMERCIAL PROPERTY LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Loss Settlement Option	Deductible	Limit of Insurance	Premium
		Outdoor Property - 1P0426FR		Follows Loc/Bldg	25,000	$2.00
		Outdoor Signs On Premises - 1P0436FR		Follows Loc/Bldg	25,000	$7.00
		Pollutant Clean-up And Removal - 1P0409FR		Follows Loc/Bldg	25,000	$3.00
		Reward Coverage - 1P0425FR		N/A	25,000	$1.00
		Tenant Move Back Coverage - 1P0451FR		N/A	10,000	$3.00
		Unauthorized Business Card Use - 1P0437FR		Follows Loc/Bldg	5,000	$1.00
		Underground Pipes, Flues, Or Drains - 1P0453FR		N/A	Follows Loc/Bldg	$29.00
		Water Damage, Other Liquids, Powder, Or Molten Material Damage - 1P0413FR		N/A	Included in Building and/or BPP Limit	$3.00
		Property Expense Constant		N/A	N/A	$100.00

Liberty Mutual. INSURANCE

Coverage Is Provided In:
First National Insurance Company of America

175 Berkeley Street, Boston, MA 02116

Declarations Schedule

Policy Number:
JKF (26) 69 90 00 61
Policy Period:
From 11/21/2025 To 11/21/2026
12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

ASPEN MOUNTAIN CONDOMINIUM
ASSOCIATION INC.
1001 GRAND AVE
301
GLENWOOD SPRINGS, CO 81601-3641

Agent Mailing Address & Phone No.

(615) 386-7153
ALLEE AGENCY INC
330 MALLORY STATION RD STE A2
FRANKLIN, TN 37067-2860

SUMMARY OF CYBER SUITE LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S)

Coverage(s) and Exclusion(s) listed below apply, unless otherwise indicated with a Loc # or Bldg #. If a Loc# and/or Bldg# is shown next to a coverage or exclusion, that coverage or exclusion applies only to those Location(s) and/or Building(s).

If a deductible applies it will be included in the deductible column.

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Cyber Suite Coverage (Claims Made) - 1G0453CO - Annual Aggregate Limit		50,000	$284.00
		Cyber Suite Coverage - 1G0453CO - Deductible (Per Occurrence)	$1,000	N/A	N/A
		Cyber Suite Coverage - 1G0453CO - Computer Fraud (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Cyber Extortion - (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Data Compromise Response Expenses - Public Relations (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Data Compromise Response Expenses - Reputational Harm (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Reward Payments (Per Policy Period)		25,000	Included
		Cyber Suite Coverage - 1G0453CO - Telecommunications Fraud (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - Computer Attack - 1G0453CO - Public Relations (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Misdirected Payment Fraud - (Per Occurrence)		10,000	Included
		Cyber Suite Coverage - 1G0453CO - Privacy Incident Liability		Included In Cyber Suite Aggregate	Included
		Cyber Suite Coverage - 1G0453CO - Network Security Liability		Included In Cyber Suite Aggregate	Included

Declarations Schedule

Named Insured & Mailing Address	**Agent Mailing Address & Phone No.**
ASPEN MOUNTAIN CONDOMINIUM ASSOCIATION INC. 1001 GRAND AVE 301 GLENWOOD SPRINGS, CO 81601-3641	(615) 386-7153 ALLEE AGENCY INC 330 MALLORY STATION RD STE A2 FRANKLIN, TN 37067-2860

SUMMARY OF CYBER SUITE LIMIT(S) AND CHARGE(S)

COVERAGE(S) AND EXCLUSION(S) – continued

Loc #	Bldg #	Coverage & Form Number	Deductible	Limit of Insurance	Premium
		Cyber Suite Coverage - 1G0453CO - Electronic Media Liability		Included In Cyber Suite Aggregate	Included

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 or coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this 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 any insured or additional 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 **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 or to have begun to occur by any insured listed under **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 **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. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

"Bodily injury" or "property damage" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(a) Patents, trade secrets, processing methods, customer lists;

(b) Financial information, credit card information;

(c) Health or medical information;

(d) Any other type of nonpublic material or information; or

(e) Personal data or information as defined by applicable law; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data and media data".

This exclusion applies even if damages claimed are for expenses to notify any person, organization, or other entity, credit monitoring expenses, identity monitoring expenses, data restoration expenses, extortion expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions), 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 material or information which is described in **(1)** or **(2)** above.

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

b. AIRCRAFT, AUTO, OR WATERCRAFT

"Bodily injury" or "property damage" arising out of:

(1) The ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft owned or operated by, or rented, leased, or loaned to, any insured; or

(2) Any "auto" you do not own, lease, hire, rent, or borrow that is used in connection with your business.

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, or any other business practices 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, leased or loaned to any insured.

This exclusion does not apply to:

(3) A watercraft while ashore on premises you own or rent;

(4) A watercraft that is:

(a) Not owned by any insured;

(b) Less than 52 feet long; and

(c) Not being used to carry persons or property for a charge;

(5) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by, rented, leased, or loaned to any insured;

(6) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft or watercraft;

(7) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(8) An aircraft that is:

(a) Not owned by any insured;

(b) Hired, chartered, or loaned with a trained paid crew;

(c) Commanded by a pilot who holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating them a commercial or airline pilot; and

(d) Not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent, or on any other basis, that would also apply to the loss covered under this provision.

c. ASBESTOS

(1) "Bodily injury" or "property damage" arising out of:

(a) Asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures including, but not limited to, manufacture, storage, processing, mining, use, sale, installation, removal, disposal, handling, or distribution activities; or

(b) Actual, alleged, threatened, or suspected inhalation, ingestion, absorption, migration, release, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures, anywhere at any time, however caused.

(2) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures; or

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

d. 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.

e. CRIMINAL ACTS

"Bodily injury" or "property damage" arising out of a criminal act committed by or at the direction of any insured.

f. 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.

g. DAMAGE TO PROPERTY

"Property damage" to:

(1) Property you own, rent, lease, 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.

Items **(1)**, **(3)**, and **(4)** above do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(7) Premises rented to you for a period of seven or fewer consecutive days; or

(8) Contents of premises rented to you for a period of seven or fewer consecutive days; or

(9) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than seven days.

Items **(3)**, **(4)**, and **(6)** of this exclusion do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

Item **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Items **(3)**, **(4)**, **(5)**, and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Item **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

h. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

i. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This 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.

j. EMPLOYER'S LIABILITY

"Bodily injury" to:

(1) An "employee" of any 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, sister, sibling, or dependent of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(3) Whether any insured may be liable as an employer or in any other capacity; and

(4) 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".

k. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

(1) A person arising or allegedly arising out of any:

- **(a)** Refusal to employ or promote a person;
- **(b)** Termination of a person's employment;
- **(c)** Employment-related practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or

(2) The spouse, child, parent, brother, sister, sibling, or dependent of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in **(1)** above is directed.

This exclusion applies:

(3) Whether the injury-causing event described in **(1)** or **(2)** above occurs before employment, during employment, or after employment of that person;

(4) Whether the insured may be liable as an employer or in any other capacity; and

(5) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

l. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended by, or at the direction of, any insured.

This exclusion applies even if:

(1) Such "bodily injury" or "property damage" is of a different kind or degree than expected or intended; or

(2) Such "bodily injury" or "property damage" is sustained by a different person or persons, entity, real or personal property than expected or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

m. 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:

(4) The supervision, hiring, employment, training, or monitoring of others by that insured; or

(5) 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 **(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.

n. 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, leased, 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.

o. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

p. POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of, contact with, exposure to, existence of, or presence 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 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;

(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 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"; or

(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, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of, "pollutants".

(2) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, 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.

q. PROFESSIONAL LIABILITY

"Bodily injury" or "property damage" arising out of the rendering or failure to render of any professional service by or on behalf of any insured.

This includes but is not limited to:

(1) Legal, accounting, or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, and specifications;

(3) Supervisory, inspection, architectural, or engineering services;

(4) Medical, surgical, dental, X-ray, or nursing services treatment, advice, or instruction;

(5) Any health or therapeutic service treatment, advice, or instruction;

(6) Any service, treatment, advice, or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Hearing aid services including but not limited to the selling, handling, prescribing, preparing, fitting, demonstrating, or distributing of hearing aid devices;

(8) Optical, optometry, or optometric services including but not limited to:

(a) Administration of eye or optical examinations, diagnosis, or general treatment or advice;

(b) Prescribing or fitting ophthalmic lenses to the eyes;

(c) Production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames; or

(d) Preparing, selling, handling, demonstrating, or distributing of optical goods or products in connection with your business;

(9) Body piercing services (not including ear piercing);

(10) Tattooing, including but not limited to, inserting pigments in the skin;

(11) Computer or "electronic data processing equipment" design, consulting, or programming services including advice or instruction; or

(12) Services in the practice of pharmacy including but not limited to:

(a) Compounding, administering, prescribing, preparing, or distributing of pharmaceutical drugs;

(b) Administering vaccinations or immunizations;

(c) Advising and consulting customers; or

(d) Providing or failure to provide any home health care services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or any other business practices by an insured, if "bodily injury" or "property damage", arises out of the rendering or failure to render of any professional service by or on behalf of an insured.

This exclusion applies even if a professional service does not require licensing or registration.

r. 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.

s. 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.

t. 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;

(3) Seizure or destruction or use for a military purpose; or

(4) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Discharge of a nuclear weapon shall be deemed a warlike action even if accidental.

u. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation for which an insured or insurer(s) of that insured may be held liable under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation, or ordinance.

Exclusions **b.**, **f.**, **g.**, **h.**, **i.**, **j.**, **m.**, **n.**, **p.**, **r.**, **t.**, and **u.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You 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 any insured or additional 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. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

"Personal and advertising injury" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(a) Patents, trade secrets, processing methods, customer lists;

(b) Financial information, credit card information;

(c) Health or medical information;

(d) Any other type of nonpublic material or information; or

(e) Personal data or information as defined by applicable law; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data and media data".

This exclusion applies even if damages claimed are for expenses to notify any person, organization, or other entity, credit monitoring expenses, identity monitoring expenses, data restoration expenses, extortion expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions), 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 material information which is described in **(1)** or **(2)** above.

b. ASBESTOS

(1) "Personal and advertising injury" arising out of:

(a) Asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures including, but not limited to, manufacture, storage, processing, mining, use, sale, installation, removal, disposal, handling, or distribution activities.

(b) Actual, alleged, threatened or suspected inhalation, ingestion, absorption, migration, release, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures, anywhere at any time, however caused.

(2) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, asbestos dust, asbestos-containing materials, goods, products, or structures.

c. 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".

d. 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.

e. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

f. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an insured's use of an electronic chatroom, bulletin board, or any social media platform.

g. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

(1) A person arising or allegedly arising out of any:

(a) Refusal to employ or promote a person;

(b) Termination of a person's employment;

(c) Employment-related practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or

(2) The spouse, child, parent, brother, sister, sibling, or dependent of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in **(1)** above is directed.

This exclusion applies:

(3) Whether the injury-causing event described in **(1)** or **(2)** above occurs before employment, during employment, or after employment of that person;

(4) Whether the insured may be liable as an employer or in any other capacity; and

(5) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK, TRADE DRESS, TRADE NAME, OR TRADE SECRET

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

However, this exclusion does not apply to infringement or violation of another's copyright, trade dress, or slogan in your "advertisement".

i. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing, or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to **16.a.**, **16.b.**, and **16.c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

j. INTERNET ADVERTISEMENTS AND CONTENT OF OTHERS

"Personal and advertising injury" arising out of:

(1) Any "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images of others displayed within a frame or border on your web site; or

(4) Computer or "electronic data processing equipment" code, software, or programming used to enable:

  (a) Your web site that is marketing the products or services of others; or

  (b) The presentation or functionality of an "advertisement" or other content on your web site.

k. 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".

l. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written "publication", of material, if done by or at the direction of the insured with knowledge of its falsity.

m. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written "publication", of material whose first "publication" took place before the beginning of the policy period.

n. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged, threatened or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion, or inhalation of, contact with, exposure to, existence of, or presence of "pollutants".

o. POLLUTION-RELATED

Any damages, 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, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, 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 or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of, "pollutants".

p. PROFESSIONAL LIABILITY

"Personal and advertising injury" arising out of the rendering or failure to render of any professional service by or on behalf of any insured.

This includes but is not limited to:

(1) Legal, accounting, or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, and specifications;

(3) Supervisory, inspection, architectural, or engineering services;

(4) Medical, surgical, dental, X-ray, or nursing services treatment, advice, or instruction;

(5) Any health or therapeutic service treatment, advice, or instruction;

(6) Any service, treatment, advice, or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Hearing aid services including but not limited to the selling, handling, prescribing, preparing, fitting, demonstrating, or distributing of hearing aid devices;

(8) Optical, optometry, or optometric services including but not limited to:

(a) Administration of eye or optical examinations, diagnosis, or general treatment or advice;

(b) Prescribing or fitting ophthalmic lenses to the eyes;

(c) Production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames; or

(d) Preparing, selling, handling, demonstrating, or distributing of optical goods or products in connection with your business;

(9) Body piercing services (not including ear piercing);

(10) Tattooing, including but not limited to, inserting pigments in the skin;

(11) Computer or "electronic data processing equipment" design, consulting, or programming services including advice or instruction; or

(12) Services in the practice of pharmacy including but not limited to:

(a) Compounding, administering, prescribing, preparing, or distributing of pharmaceutical drugs;

(b) Administering vaccinations or immunizations;

(c) Advising and consulting customers; or

(d) Providing or failure to provide any home health care services.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or any other business practices by an insured, if "personal and advertising injury", arises out of the rendering or failure to render of any professional service by or on behalf of an insured.

This exclusion applies even if a professional service does not require licensing or registration.

q. 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".

r. 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.

s. RIGHT OF PRIVACY CREATED BY STATUTE

"Personal and advertising injury" arising out of the violation of an individual(s) right of privacy created by any federal, state, or local statute, ordinance, or regulation. This includes their amendments and additions that address right of privacy.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such federal, state, or local statute, ordinance, or regulation.

t. SECURITIES OR FINANCIAL INSTRUMENT

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds, financial instruments, or other securities.

u. 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.

v. VIOLATION OF ANTI-TRUST LAW

"Personal and advertising injury" arising directly or indirectly, caused in whole or in part out of a violation of any anti-trust law.

w. 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;

(3) Seizure or destruction or use for a military purpose; or

(4) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Discharge of a nuclear weapon shall be deemed a warlike action even if accidental.

x. 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".

COVERAGE C – MEDICAL PAYMENTS

1. INSURING AGREEMENT

a. We will pay medical expenses incurred 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:

(4) The accident takes place in the "coverage territory" and during the policy period;

(5) The expenses are incurred and reported to us within three years of the date of the accident; and

(6) 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. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

c. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

d. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own or rent that the person normally occupies.

e. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

f. 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.

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 $3,000 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 appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor arrange for, finance, collateralize, or guarantee these bonds, regardless if the collateralization is characterized as premium or not.

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 $500 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 **2.d.(2)** of **Section I – Coverages**, **Coverage A – Bodily Injury and Property Damage Liability** or **2.d.(2)** of **Section I – Coverages**, **Coverage B – Personal and Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage", or "personal and advertising injury" 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:

g. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

h. The conditions set forth above, or the terms of the agreement described in **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 their 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, sister, sibling, or dependent of that co-"employee" or "volunteer worker" as a consequence of **(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 **(a)** or **(b)** above; or

(d) Arising out of their providing or failing to provide professional health care services.

However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision **(d)** does not apply.

(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. NEWLY ACQUIRED OR FORMED ORGANIZATION

Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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; and

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", except for, the 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.

4. Subject to **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" arising out of any one "occurrence".

   Non-Cumulation of Liability – Same Occurrence – if one "occurrence" causes "personal and advertising injury" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Personal And Advertising Injury Limit will be reduced by the amount of each payment made by any Liberty Mutual underwriting company under the other Policies because of such "occurrence".

5. Subject to **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".

   Non-Cumulation of Liability – Same Occurrence – if one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by any Liberty Mutual underwriting company under the other Policies because of such "occurrence".

6. Subject to **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:

   a. Any one premise:

      (1) While rented to you; or

      (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system; or

   b. Contents that you rent or lease as part of a premises rental or lease agreement.

7. Subject to **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 aggregated Limits of Insurance. However, the Each Occurrence Limit is the most we will pay for damages and Medical Expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence", and the Personal and Advertising Injury Limit is the most we will pay for damage because of all "personal and advertising injury" arising out of any one "occurrence", regardless of the length of the policy period.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

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 or "suit" under this policy. 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;

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense; and

(4) Any other pertinent information related to 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. Additionally, in the event of an "occurrence", "suit", claim, or offense, you must:

(1) Agree to examinations under oath at our request;

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records; and

(3) In the event of an examination, an insured's answers must be signed.

e. 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.

f. The above duties in **a.** and **b.** only apply when the "occurrence" or offense is known or reasonably should be known to any insured listed in **1.** of **Section II – Who Is an Insured**, or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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 **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 **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, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance, or similar coverage for "your work";

(ii) That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protection systems 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 **2.b.** of **Section I – Coverages**, **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. 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.

6. 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.

7. GENERAL LIABILITY VALUE UP

If we renew your policy, we may adjust certain exposure estimates (such as sales and payroll) to reflect inflationary and market trends. Those estimates are used to calculate your premium for future renewals.

This may impact the premium we charge for your future renewal and other associated charges.

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 physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, and, if arising out of the above, mental anguish or death 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 **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 **a.** above;

(2) The activities of a person whose home is in the territory described in **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 **a.** above or in a settlement we agree to.

5. "Electronic data and media data" means:

a. Data stored on, created, or used on, or transmitted to or from software (including systems and applications software) on any electronic media or other storage media including, but not limited to hard or floppy disks, CD-ROMS, DVDs, flash memory, tapes, drives, cells, data processing devices, or any other repositories used with electronically controlled equipment;

b. The electronic media on which the data is stored; and

c. Programming records and instructions used with "electronic data processing equipment".

"Electronic data and media data" does not mean prepackaged software.

6. "Electronic data processing equipment" means:

a. Electronic data processing equipment used in your data processing operations including, but not limited to computers, servers, facsimile machines, word processors, multi-functional telephone equipment, laptop, and other portable devices, digital assistants; and

b. Any component parts or peripherals of such equipment, including related surge protection devices.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws, or any other similar governing document.

9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

10. "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.

11. "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, lightning, explosion, smoke, or leakage from an automatic fire protection system 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.

However, **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, 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.

12. "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".

13. "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".

14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers, or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers, or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

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".

15. "Occurrence" means:

a. With respect to "bodily injury" or "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. With respect to "personal and advertising injury", an offense or series of related offenses.

16. "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", of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral or written "publication", of material that violates a person's right of privacy;

f. Oral or written "publication", of material that:

(1) Misappropriates a person's name, voice, photograph, or likeness; or

(2) Unreasonably places a person in a false light.

g. The use of another's advertising idea in your "advertisement"; or

h. Infringing upon another's copyright, or slogan in your "advertisement".

17. "Pollutants" mean any solid, liquid, gaseous, thermal, auditory, or olfactory irritant or contaminant, including but not limited to smoke, vapor, soot, silt, dust, sediment, fumes, acids, alkalis, chemicals, metals, odors, noise or sound, hazardous substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

18. "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; or

(2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

19. "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 and media data" is not tangible property.

20. "Publication" means an insured's act of disseminating or broadcasting material or information, including disseminating or broadcasting by electronic or digital means. It does not include the wrongful appropriation, interception, or retrieval of material or information by a third party, or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

23. "Volunteer worker" means a person who is not your "employee", and who donates their 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.

24. "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.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts, or equipment furnished in connection with such work or operations.

b. Includes:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION VI – EMPLOYMENT PRACTICES LIABILITY CONDITIONS of the Employment Practices Liability Coverage Form

The following is added:

YOUR RIGHT TO "CLAIM" INFORMATION

1. We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Employment Practices Liability Coverage Form we have issued to you during the previous three years:

a. A list or other record of "employment practices" not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.** of the Duties In Event of "Employment Practices" or "Claims" condition. We will include the date and brief description of the "employment practices" if that information was in the notice we received.

b. A summary by policy or coverage part year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew the Employment Practices Liability Coverage Form, we will provide such information no later than 30 days before the date of policy or coverage part termination. In other circumstances, we will provide the information only if we receive a written request from the first Named Insured within 60 days after the end of the policy or coverage part period. In this case, we will provide this information within 30 days of receipt of the request.

We compile “claim” and “employment practices” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION VII – EXTENDED REPORTING PERIODS of the Employment Practices Liability Coverage Form (Claims Made)

1. The following is added to item **4.**:

The Basic Extended Reporting Period does not apply if the Supplemental Extended Reporting Period, described in Paragraph **5.** below, is purchased.

2. The second and third sentences of item **5.** are replaced by the following:

This supplemental period starts with the end of the "policy period". You must give us a written request for the endorsement, and its length, within 60 days after the end of the "policy period".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS AT YOUR REQUEST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE C – MEDICAL PAYMENTS

The following is added to **1. Insuring Agreement**:

If medical payments or medical expenses are not otherwise excluded from the policy, medical expenses will be paid only if an insured has requested that we pay such expenses.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions**:

FUNGI OR BACTERIA

This insurance does not apply to:

(1) "Personal and advertising injury" arising out of a "fungi or bacteria incident".

(2) Any damages, 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.

SECTION III – LIMITS OF INSURANCE

The following are added:

1. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in this endorsement. This provision does not apply to any "fungi" or bacteria that are, are on, or are contained in, a food or beverage product or good intended for bodily consumption or ingestion.

2. Subject to **2.** and **3.** of **Section III – Limits of Insurance**, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision does not apply to any "fungi" or bacteria that are, are on, or are contained in, a food or beverage product or good intended for bodily consumption or ingestion.

3. Item **5.**, the Each Occurrence Limit, item **6.**, the Damage To Premises Rented To You Limit, and item **7.**, the Medical Expense Limit, of **Section III – Limits of Insurance** continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

2. "Fungi or bacteria incident" means an incident arising out of the actual, alleged threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on, in or within, or emitting from, a building or structure, pool, tub, or other water-containing fixture including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT'S PROPERTY LEGAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The following is added to **1. Insuring Agreement**:

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies to a "tenant's property" (or the property of others for which the tenant is legally liable) only while the property is in your care, custody, or control inside your leased unit, apartment, or storage at the premises described in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III – Limits of Insurance** below; 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 this Tenant's Property Legal Liability Coverage.

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 coverage applies to "property damage" only if:

(1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "property damage" occurs during the policy period.

For purposes of this endorsement, the following is added to **2. Exclusions**:

This coverage does not apply to:

a. "Property damage" to any land motor vehicle, trailer or semitrailer stored by a tenant at the described premises;

b. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

c. Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property; or

d. Liability arising out of your "sale and disposal operations".

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, the following are added:

1. Subject to **2.** below, the most we will pay for the sum of all damages because of "property damage" to "tenants' property" in any one "occurrence" is the limit of insurance shown in the Declarations for Tenants' Property Legal Liability Coverage. This limit applies separately to each premises described in the Declarations.

2. The limit in **1.** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in item **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, **2. Duties in The Event of Occurrence, Offense, Claim, or Suit** is deleted and replaced by the following:

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM, OR SUIT

a. You must see to it that we are notified as soon as possible of "property damage" to a "tenant's property" which may result in a claim. To the extent possible, notice should include how, when and where the "property damage" of the "tenant's property" took place.

b. If a claim is made or "suit" is brought against any insured as a result of "property damage" to a "tenant's property" you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You, and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an action to which this insurance may apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Money" means:

a. Currency, coins, and bank notes in current use and having a face value; and

b. Traveler's checks, register checks, and money orders held for sale to the public; and

c. Accounts, bills, food stamps, other evidences of debt, or accounts receivable.

"Money" does not include "securities", virtual currency, or virtual currency related equipment.

2. "Sale and disposal operations" means all activities you conduct to reclaim an apartment or storage space when a "tenant" maintenance payment is delinquent or unpaid.

3. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money", virtual currency, or virtual currency related equipment, or lottery tickets held for sale.

4. "Tenant" means anyone who is lawfully residing in a unit or apartment of a covered building. A person is lawfully residing in a unit or apartment if:

a. They are in compliance with the terms of the charter, constitution, by-laws, or any other similar governing document of the named insured; and

b. They are a permanent resident of such unit or apartment.

5. "Tenant's property" means "money", "securities", and other tangible property having intrinsic value that belongs to your "tenant".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEATING OR AIR CONDITIONING LOSS REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I —COVERAGES

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The following is added **1. Insuring Agreement:**

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

The amount of such reimbursement is limited as described in **Section III – Limits Of Insurance** below. No other obligation or liability to pay sums or perform acts or services is covered.

b. This coverage applies only if:

(1) The mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises occurred during the policy period; and

(2) You have received a notarized notification of a demand for a per diem remuneration of rent from a "tenant" within 90 days after the mechanical breakdown or electrical failure of the heating or air conditioning system at the described premises; or

(3) You reasonably determine that a voluntary payment to the "tenant" is necessary to prevent "bodily injury" or "property damage".

c. We shall have no duty or obligation to defend the insured or perform acts or services.

For purposes of this endorsement, the following are added to **2. Exclusions**:

a. Expenses incurred by you to repair or replace the heating or air conditioning system at the described premises; or

b. "Bodily injury", "property damage", and "personal and advertising injury".

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, the following are added:

1. Subject to **2.** below, the most we will reimburse you for the sum of all voluntary payments and demands for per diem reimbursement by "tenants" as the result of any "one mechanical breakdown or electrical failure" of the heating or air conditioning system at a described premises is the Each Breakdown or Failure limit and the most we will pay in any annual period starting with the beginning of the policy period shown in the Declarations is the Heating or Air Conditioning Loss Reimbursement Aggregate limit shown in the Declarations.
2. The limit in **1.** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in **5.** of **Section III – Limits of Insurance** of the **Commercial General Liability Coverage Form**.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, **2. Duties in The Event of Occurrence, Offense, Claim, or Suit** is deleted and replaced by the following:

2. DUTIES IN THE EVENT OF A HEATING OR AIR CONDITIONING SYSTEM FAILURE

a. You must notify us as soon as possible of a demand for remuneration from a "tenant" or of a payment you make voluntarily. The notice should include:

(1) A notarized letter from the "tenant" of the demand for remuneration;

(2) A written description by you of how, when and where the mechanical breakdown or electrical failure of the heating or air conditioning system occurred;

(3) The name and address of the affected "tenant"; and

(4) A cancelled check or money order written to the "tenant".

b. At our request, give us complete information as to:

(1) The cause of the mechanical breakdown or electrical failure of the heating or air conditioning system; and

(2) The actions you took to have the heating or air conditioning system repaired or replaced by a competent technician as soon as possible.

c. Cooperate with us in the review of the reimbursement.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added to:

1. "One mechanical breakdown or electrical failure" means, if an initial mechanical breakdown or electrical failure causes other mechanical breakdown or electrical failures to the same heating or air conditioning system unit, within a single annual policy period, all will be considered "one mechanical breakdown or electrical failure".

2. "Tenant" means anyone who is lawfully residing in a unit or apartment of a covered building. A person is lawfully residing in a unit or apartment if:

a. They are in compliance with the terms of the charter, constitution, by-laws, or any other similar governing document of the named insured; and

b. They are a permanent resident of such unit or apartment.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY COVERAGE (CLAIMS-MADE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE AND CONTAINS DEFENSE WITHIN LIMITS

THIS MEANS THAT COVERAGE IS LIMITED TO CLAIMS FOR DAMAGES ARISING SUBSEQUENT TO THE RETROACTIVE DATE SHOWN IN THE SCHEDULE FOR THIS COVERAGE AND FIRST MADE AGAINST ANY INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS, AND THE LIMITS OF INSURANCE WILL BE REDUCED BY THE PAYMENT OF DEFENSE COSTS

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

SCHEDULE

Named Association:	Aspen Mountain Condominium Association
Directors and Officers Liability Annual Aggregate Limit of Insurance:	$1,000,000
Deductible:	$5,000
Pending or Prior Litigation Date:	12/15/2025
Retroactive Date:	11/21/2025
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION I – COVERAGES

The following is added:

1. INSURING AGREEMENT

a. MANAGEMENT LIABILITY

(1) We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during an Extended Reporting Period, as described in this endorsement, except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

(2) If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

(a) Such spousal status; or

(b) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

All "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person".

However, item **(2)** above does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

(3) This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

(a) The estate, heirs, or legal representatives of a deceased "insured person"; and

(b) The legal representative of that "insured person" in the event of incompetency, insolvency, or bankruptcy.

However, item **(3) above** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency, or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions, and exclusions.

b. ASSOCIATION REIMBURSEMENT

We will pay on behalf of the "association" any "loss" first made against any "insured person" for which the "association" is permitted or required by law to indemnify the "insured persons", and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under **1.(2)b.** Above), during the policy period or during an Extended Reporting Period, as described in this endorsement.

However, this insurance applies only to a "claim" arising out of a"wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

c. ASSOCIATION LIABILITY

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during an Extended Reporting Period, as described in this endorsement.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, and before the end of the policy period.

2. DEFENSE AND SETTLEMENT

We will have the right and duty to defend any "claim" made against the insured under this endorsement. However, we will have no duty to defend the insured against any "claim" because of a"wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to **2.** of **Section IV – Conditions** of this endorsement, or notice of such "wrongful act" or "interrelated wrongful acts" was first reported.

For purposes of this endorsement, **2. Exclusions** is deleted and replaced by the following:

3. EXCLUSIONS

This insurance does not apply to any "loss" resulting from any "claim":

a. ABSOLUTE ASBESTOS HAZARD

Directly or indirectly actually or allegedly arising out of or in any way related to an "asbestos hazard". We will not pay for "loss", judgments, settlements, damages, costs, or any expenses that:

(1) May be awarded or incurred by reason of any "claim" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(2) Arise out of any request, demand, order, or statutory or regulatory requirement to test for, monitor, abate, clean up, remove, encapsulate, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of an "asbestos hazard"; or

(3) Arise out of any "claim" for "loss" because of testing for, monitoring, abating, cleaning up, removing, encapsulating, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of an "asbestos hazard".

b. ABSOLUTE LEAD HAZARD

Directly or indirectly actually or allegedly arising out of or in anyway related to a "lead hazard". We will not pay for "loss", judgments, settlements, damages, costs, or any expenses that:

(1) May be awarded or incurred by reason of any "claim" or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which a rises out of or would not have occurred in whole or in part but for the "lead hazard"; or

(2) Arise out of any request, demand, or order to:

(a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, remediate, dispose of, or mitigate or in any way respond to or assess the effects of the "lead hazard" in any form and from any source; or

(b) Repair, replace or improve any property as a result of such effects.

(3) A rise out of any "claim" for damages because of:

(a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, remediating, disposing, mitigating, or in any way responding to or assessing the effects of the "lead hazard"; or

(b) Repairing, replacing, or improving any property as a result of such effects.

c. BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY, MENTAL OR EMOTIONAL DISTRESS

For "bodily injury", "property damage", "personal and advertising injury", mental, or emotional distress.

d. BUILDING, DEVELOPMENT, SPONSOR LIABILITY

Arising out of, relating to, directly or indirectly resulting from or in consequence of, or in anyway involving any actual or alleged liability of the "association" or an "insured person", in whole or in part, in the capacity as a builder or developer, or in the capacity of a declarant or sponsor of the "association", or of an "insured person" affiliated with such a builder, developer, declarant, or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer, declarant, or sponsor, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development, concealment of defects, financial misconduct, or failure to properly allocate funds for the maintenance of the common areas or units for which the "association" is responsible.

e. CLAIMS BY INSURED

Brought by or on behalf of the "association" or any "insured person", in any capacity, except a "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance, or participation of any "insured person" or the "association".

f. CONSTRUCTION DEFECTS

(1) Based upon, arising out of, relating to, directly or indirectly resulting from, or in consequence of, or in any way involving actual or alleged "construction defect(s)"; or

(2) Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any "construction defect".

g. CONTRACTUAL LIABILITY

For liability under or breach of any oral, written, or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:

(1) The"association" would have been liable in the absence of such contractor agreement; or

(2) "Claims expense".

h. DISHONEST, FRAUDULENT, CRIMINAL, OR MALICIOUS ACT

A rising out of any dishonest, malicious, fraudulent, or deliberately criminal actor any willful violation of any statute or regulation.

i. EMPLOYMENT-RELATED PRACTICES

A rising out of any "employment-related practices".

j. FINES OR PENALTIES

Fines or penalties imposed by law.

k. FUNGI OR BACTERIA

(1) Arising out of the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on, in or within, or emitting from, a building or structure, pool, tub, or other water-containing fixture, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such "loss"; or

(2) 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.

l. ILLEGAL DISCRIMINATION, ERISA, ANTITRUST

Any liability or legal obligation of you or any "insured person" arising out of any of the following:

(1) Any federal, state, county, municipal, or local law, ordinance, order, directive, or regulation barring discrimination, including but not limited to those based upon race, color, nation origin, ancestry, citizenship, gender, sexual orientation, marital status, religion, or religious belief, age, economic status, income, medical condition, pregnancy, parenthood, or mental or physical disability;

(2) For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local, or statutory law or common law;

(3) Any state, federal or governmental antitrust statue or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky Law; or

(4) Any other similar statutes, ordinances, orders, directive, or regulations.

m. ILLEGAL FINANCIAL GAIN

Arising out of the gaining of any profit, remuneration, or advantage to which any insured was not legally entitled.

n. INSURANCE

Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.

o. PENDING OR PRIOR LITIGATION

Arising out of any demand, "suit", or other proceeding against any insured which was pending on or existed prior to the applicable Pending or Prior Litigation Date shown in the Schedule of this endorsement, or arising out of the same or substantially the same facts, circumstances, or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.

p. POLLUTION HAZARD

Arising out of:

(1) The actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion, or inhalation of, contact with, exposure to, existence of, or presence of "pollutants" at any time;

(2) Any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of, "pollutants"; or

(3) A “claim” made or “suit” brought by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in anyway responding to, or assessing the effects of, "pollutants";

including without limitation any "claim" by or on behalf of the "association".

q. PRIOR ACTS OR NOTICE

A rising out of "wrongful acts" or "interrelated wrongful acts" alleged or contained in any "claim" which:

(1) Occurred before the Retroactive Date, if any, shown in the Schedule of this endorsement; or

(2) Has been reported, or in any circumstance of which notice has been given:

(a) During a prior policy period of this policy; or

(b) Under any insurance policy of which this policy is a replacement.

r. PROFITS OR LOSSES

Profits or losses, including accounting thereof, resulting from the purchase or sale of any investments.

s. PUNITIVE OR EXEMPLARY DAMAGES

For "punitive or exemplary damages", however, if a "suit" is brought against an "insured person" or "association" with respect to a "claim" for acts or alleged acts falling within the coverage of this endorsement, seeking both compensatory and "punitive or exemplary damages", then we will provide a defense to such action without liability for such "punitive or exemplary damages".

t. SALARIES

"Claims"or"suits"a rising out of salaries, compensation, or bonuses of employees, directors, or officers.

u. SERVICE TO OTHER ENTITIES

Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.

v. SEXUAL MOLESTATION

Arising out of "wrongful acts" based upon any actual, alleged, attempted, proposed, or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person. This exclusion applies regardless of the legal theory or basis upon which an "insured person" is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision or failure to supervise, reporting to the proper authorities or failure to report of a person whose conduct would be excluded by this paragraph.

w. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation for which an "association" or "insured persons" may be held liable under a Workers Compensation, Unemployment Compensation, or Disability Benefits Law, or under any similar law, regulation, or ordinance.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this provision.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

For the purposes of the coverage provided by this endorsement, section **Supplementary Payments – Coverages A and B** does not apply.

SECTION II – WHO IS AN INSURED

For the purposes of the coverage provided by this endorsement, **Section II – Who is an Insured** is deleted and replaced by the following:

1. The "association" is an insured.

2. "Insured persons" are insureds.

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, **Section III – Limits of Insurance** is deleted and replaced by the following:

1. The most we will pay for the sum of all "loss" under **1. Insuring Agreement is** the Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement. This limit applies regardless of the number of:

a. Insureds;

b. "Claims" made or "suits" brought;

c. Persons, organizations, or government agencies making "claims" or bringing "suits"; or

d. "Wrongful Acts" which result in a "loss".

If the Directors and Officers Liability Annual Aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

2. The Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for all damages because of a "wrongful act" committed during the term of this policy.

"Claims expenses" are part of the "loss" and are payable within the Limit of Insurance shown in the Schedule of this endorsement, thereby reducing that limit.

3. DEDUCTIBLE

Subject to item **1.** and **2.** of **Section III – Limits of Insurance**, we will pay only that amount of "loss" which is in excess of the deductible shown in the Schedule of this endorsement. The deductible will be borne by the insureds, uninsured, and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

We may pay all or part of the deductible in order to settle any "claim" or "suit". You will pay us promptly for any deductible amount we pay. If the "association"is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such"loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule of this endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** is deleted and replaced by the following:

2. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM, OR SUIT

a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

(1) How, when, and where the "wrongful act" took place;

(2) The names and addresses of any person involved in the specific "wrongful act", including names, and addresses of the potential claimants;

(3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";

(4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and

(5) The circumstances by which the insureds first became aware of the specific "wrongful act".

b. If a "claim" is received by any insured, you must:

(1) Immediately record the specifics of the "claim" 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" 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";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim"; 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 "wrongful acts" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

For the purposes of this endorsement, the following is added:

CONSENT TO SETTLE

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay for the "loss", including "claims expenses" in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, incurred as of the date such settlement was proposed in writing by us to the insured.

For the purposes of this endorsement, the following section is added:

EXTENDED REPORTING PERIOD

a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:

(1) This endorsement is cancelled or not renewed for any reason; or

(2) We renew or replace this endorsement with insurance that:

(a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(b) Does not apply to "wrongful acts" on a claims-made basis.

b. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" to which the following applies:

(1) The"claim" is first made during an Extended Reporting Period;

(2) The"wrongful act" occurs before the end of the policy period; and

(3) The"wrongful act" did not commence before the Retroactive Date.

Once in effect, Extended Reporting Periods may not be cancelled by us, except for fraud.

c. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

d. A Supplemental Extended Reporting Period of five years is available, but only by endorsement and for an extra premium charge. This supplemental period starts when the Basic Extended Reporting Period set forth in **2.c.** above, ends.

e. You must give us a written request for the Supplemental Extended Reporting Period within 60 days after the end of the policy period or the effective date of cancellation, whichever comes first.

f. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement.

g. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The exposures insured;

(2) Previous types and amounts of insurance;

(3) Limit of Insurance available under this endorsement for future payment of damages; and

(4) Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased. Upon payment, this endorsement may not be cancelled by us, except for fraud. The premium for the Supplemental Extended Reporting Period endorsement will be deemed to be fully earned when the endorsement takes effect.

h. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental extended reporting period aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement as the Directors and Officers Liability Annual Aggregate Limit of Insurance.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

2. "Association" means the entity named in the Schedule of this endorsement as the named association.

3. "Claim" means:
   a. A written demand for monetary damages or non-monetary relief against any insured;
   b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
   c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
   d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order, or similar document;

   for a "wrongful act", including any appeal therefrom.
4. "Claims expenses" means that part of a "loss" consisting of reason able and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment, or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits, or expenses of any "insured person".
5. "Construction defect(s)" shall mean any actual or alleged defective, faulty, or delayed construction or any other matter constituting a construction defect under applicable law regardless of whether it results from:
   a. Defective or incorrect architectural plans or other designs;
   b. Defective or improper soil testing;
   c. Defective, inadequate, or insufficient protection from subsoil or earth movement or subsidence;
   d. Defective, inadequate or insufficient materials;
   e. Construction, manufacture, or assembly of any tangible property;
   f. The failure to provide or pay for any construction-related goods or services; or
   g. The supervision or management of any construction-related activities.
6. "Employment-related practices" means any actual or alleged:
   a. Refusal to employ or promote a person;
   b. Dismissal, discharge, or termination of employment;
   c. Practices, policies, acts, or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person;
   d. Breach of any implied employment contract;
   e. Employment-related misrepresentation;
   f. Violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment;
   g. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
   h. Wrongful reference, discipline, or deprivation of a career opportunity;
   i. Failure to adopt adequate workplace or employment policies and procedures; or
   j. Illegal retaliatory treatment.

   "Employment-related practices" includes any consequential injury or damages to a spouse, child, parent, brother, sister, sibling, or dependent of a person whom any of the employment-related practices described in this definition is directed.
7. "Financial insolvency" means the status of the "association" resulting from:
   a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator, or similar official to control, supervise, manage, or liquidate the "association"; or

b. The "association" becoming a debt or in possession.

8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

9. "Insured person" means any former, present, or future:

   a. Director, officer, trustee, "employee", or "volunteer worker" of the "association";

   b. Temporary or "leased workers";

   c. Executive board or committee members; or

   d. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

10. "Interrelated wrongful act" means all causally connected "wrongful acts".

11. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

12. "Loss" means "claims expenses", damages, settlement amounts, legal fees, and costs awarded pursuant to judgments.

    "Loss" does not include:

   a. Civil or criminal fines or penalties imposed by law;

   b. "Punitive or exemplary damages,"the multiplied portion of multiplied damages;

   c. Any amounts other than "claims expense," which an insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages;

   d. Taxes; or

   e. Matters that are uninsurable pursuant to applicable law.

13. "Punitive or exemplary damages"means damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize, or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages.

14. "Wrongful act"means:

   a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission, or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.

   b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect, or breach of duty, omission, or act by the "association".

   "Wrongful act" does not include "employment-related practices".

For purposes of this endorsement, item **21.** is deleted and replaced by the following:

21. "Suit" means a civil proceeding in which damages because of a "wrongful act"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.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER SUITE COVERAGE (CLAIMS-MADE) – COLORADO

THIS ENDORSEMENT CONTAINS SOME CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Cyber Suite Coverage has been endorsed onto your Commercial General Liability coverage as a matter of convenience for policy issuance. The coverage and service provided under this endorsement are separate from your Commercial General Liability coverage. Cyber Suite Coverage includes reimbursement of specified legal expenses as well as defense and liability against certain claims, but such coverage is subject to the coverage limits set forth in this endorsement. The limits and deductibles applicable to this endorsement are separate from the limits and deductibles that apply to your Commercial General Liability coverage. The Common Policy Conditions apply to coverage under this Cyber Suite Coverage.

Throughout this Coverage Endorsement (hereinafter referred to as "Cyber Suite Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Policy Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Suite Coverage. The words "we", "us", and "our" refer to the company providing this insurance.

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

The terms and conditions of any cancellation and/or nonrenewal provisions in the policy and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Suite Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I – COVERAGES

The following is added:

CYBER SUITE COVERAGE

This section lists the coverages that apply if indicated in the Declarations.

1. INSURING AGREEMENTS

a. DATA COMPROMISE RESPONSE EXPENSES

(1) Data Compromise Response Expenses applies only if all of the following conditions are met:

(a) There has been a "personal data compromise";

(b) Such "personal data compromise" took place in the "coverage territory";

(c) Such "personal data compromise" is first discovered by you during the "policy period"; and

(d) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

(2) If the conditions listed in **(1)** above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items **(d)** and **(e)** below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under **(c)** below.

(a) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals". This includes, when necessary, the cost of a qualified Payment Card Forensic Investigator.

This does not, however, include any costs to analyze, research, or determine any of the following:

i. Vulnerabilities in systems, procedures, or physical security; or

ii. The nature or extent of "loss" or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for the necessary and reasonable costs covered under this Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs incurred from the date of such determination.

(b) Legal Review

We will pay for a professional legal counsel to review the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for the necessary and reasonable costs covered under this Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs incurred from the date of such determination.

(c) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

(d) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services identified below to "affected individuals". Services **iii.** and **iv.** below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

i. Informational Materials

A packet of loss prevention and customer support information.

ii. Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **iii.** and **iv.** below.

iii. Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual’s credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

iv. Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(e) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

i. Promotions provided to any of your directors or "employees"; or

ii. Promotion costs exceeding $25 per "affected individual".

(f) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction. This includes, but is not limited to, fines and penalties imposed for the violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act and similar laws.

(g) Payment Card Industry (PCI) Assessments, Fines, and Penalties

We will pay for any PCI assessments, fines, and penalties imposed on you under a contract to which you are a party.

This does not include any:

i. Increased transaction costs;

ii. Assessments, fines, and penalties not arising from a covered "personal data compromise";

iii. Interchange fees;

iv. Chargebacks;

v. Subsequent assessments, fines, and penalties imposed due to continued PCI non-compliance; or

vi. Portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

(h) Reputational Harm

i. This Reputational Harm coverage applies only if there has been a "personal data compromise" for which you provided notifications and services to "affected individuals" in consultation with us pursuant to **1.a.(2)(c)** and **1.a.(2)(d)** above.

ii. If the conditions listed in **(i)** above have been met, then we will pay your necessary and reasonable "reputational harm costs" incurred during the "period of indemnification" and arising directly from the "personal data compromise".

(i) Reward Payments

We will pay for any necessary and reasonable "reward payments" offered and made by you in response to a "personal data compromise".

b. COMPUTER ATTACK

(1) Computer Attack coverage applies only if all of the following conditions are met:

(a) There has been a "computer attack";

(b) Such "computer attack" occurred in the "coverage territory";

(c) Such "computer attack" is first discovered by you during the "policy period"; and

(d) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

(2) If the conditions listed in **(1)** above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

(a) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

(b) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

(c) System Restoration

We will pay your necessary and reasonable "system restoration costs".

(d) Loss of Business

We will pay your actual "business income and extra expense loss" incurred during the "period of restoration". This includes your actual "business income and extra expense loss" caused by a voluntary shutdown of your "computer system" in connection with your reasonable efforts to stop, mitigate the effects of, or recover from, such a "computer attack".

(e) Extended Income Recovery

If you suffer a covered "business income and extra expense loss" resulting from a "computer attack" on a "computer system" owned or leased by you and operated under your control, we will pay your actual "extended income loss".

(f) Public Relations

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients, or members.

(g) Future Loss Avoidance

If you received a loss payment from us under **1.b.** Computer Attack, we will pay your necessary and reasonable "future loss avoidance costs".

(h) Reward Payments

We will pay for any necessary and reasonable "reward payments" offered and made by you in response to a "computer attack".

c. CYBER EXTORTION

(1) Cyber Extortion coverage applies only if all of the following conditions are met:

(a) There has been a "cyber extortion threat";

(b) Such "cyber extortion threat" is first made against you during the "policy period"; and

(c) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

(2) If the conditions listed in **(1)** above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat" and any necessary and reasonable "reward payments" offered and made by you in response to a "cyber extortion threat". The payment of any "cyber extortion expenses" must be approved in advance by us. We will not pay for any "cyber extortion expenses" that have not been approved in advance by us. Such approval will not be unreasonably withheld.

(3) You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

d. MISDIRECTED PAYMENT FRAUD

(1) Misdirected Payment Fraud coverage applies only if all of the following conditions are met:

(a) There has been a "wrongful transfer event" against you;

(b) Such "wrongful transfer event" took place in the "coverage territory";

(c) Such "wrongful transfer event" is first discovered by you during the "policy period";

(d) Such "wrongful transfer event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and

(e) Such "wrongful transfer event" is reported in writing by you to the police.

(2) If the conditions listed in **(1)** above have been met, then we will pay your necessary and reasonable "wrongful transfer costs" arising directly from the "wrongful transfer event" and any necessary and reasonable "reward payments" offered and made by you in response to a "wrongful transfer event".

e. COMPUTER FRAUD

(1) Computer Fraud coverage applies only if all of the following conditions are met:

(a) There has been a "computer fraud event" against you;

(b) Such "computer fraud event" took place in the "coverage territory";

(c) Such "computer fraud event" is first discovered by you during the "policy period";

(d) Such "computer fraud event" is reported to us within 60 days after the date it is first discovered by you; and

(e) Such "computer fraud event" is reported in writing by you to the police.

(2) If the conditions listed in **(1)** above have been met, then we will pay your necessary and reasonable "computer fraud costs" arising directly from the "computer fraud event" and any necessary and reasonable "reward payments" offered and made by you in response to a "computer fraud event".

f. TELECOMMUNICATIONS FRAUD

(1) Telecommunications Fraud coverage applies only if all of the following conditions are met:

(a) There has been a "computer attack" on a "telecommunications system" that is owned or leased by you and operated under your control;

(b) Such "computer attack" took place in the "coverage territory";

(c) Such "computer attack" is first discovered by you during the "policy period";

(d) Such "computer attack" is reported to us within sixty (60) days after the date it is first discovered by you;

(e) Such "computer attack" is reported in writing by you to the police; and

(f) As a result of such "computer attack", there have been "telecommunications fraud costs".

(2) If the conditions listed in **(1)** above have been met, then we will pay your necessary and reasonable "telecommunications fraud costs" arising directly from the "computer attack".

g. PRIVACY INCIDENT LIABILITY

(1) Privacy Incident Liability coverage applies only if all of the following conditions are met:

(a) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:

i. A "claim"; or

ii. A "regulatory proceeding".

(b) Such "claim" or "regulatory proceeding" must arise from a "privacy incident" that:

i. Took place during the "coverage term";

ii. Took place in the "coverage territory"; and

iii. Was submitted to us and insured under Data Compromise Response Expenses.

(c) Such "claim" or "regulatory proceeding" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

(2) If the conditions listed in **(1)** above have been met, then we will pay on your behalf any covered:

(a) "Loss" directly arising from the "claim"; or

(b) "Defense costs" directly arising from a "regulatory proceeding".

(3) All "claims" and "regulatory proceedings" arising from a single "privacy incident" or interrelated "privacy incidents" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

h. NETWORK SECURITY LIABILITY

(1) Network Security Liability coverage applies only if all of the following conditions are met:

(a) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:

i. Took place during the "coverage term"; and

ii. Took place in the "coverage territory"; and

(b) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

(2) If the conditions listed in **(1)** above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

(3) All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

i. ELECTRONIC MEDIA LIABILITY

(1) Electronic Media Liability coverage applies only if all of the following conditions are met:

(a) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:

i. Took place during the "coverage term"; and

ii. Took place in the "coverage territory"; and

(b) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

(2) If the conditions listed in **(1)** above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

(3) All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

2. EXCLUSIONS

If any cyber incident exclusion is made a part of this policy, such exclusion will not apply to the coverage afforded by this Cyber Coverage.

The following additional exclusions apply to this coverage:

We will not pay for the costs or "loss" arising from the following:

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

b. War and hostile action, including any of the following and any consequence of any of the following:

(1) Cyber warfare, whether or not occurring in combination with physical combat;

(2) Undeclared war;

(3) Civil war;

(4) Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or

(5) Insurrection, rebellion, revolution, usurped power, political violence, or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures, and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

(1) Statements by an impacted government, sovereign or other authority;

(2) Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or

(3) Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons, and technologies at the time of the event giving rise to the "loss".

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

c. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

d. Any attack on, incident involving, or "loss" to any computer or system of computers that is not a "computer system".

e. Failure, interruption, degradation of service, insolvency, or bankruptcy of any cryptocurrency wallet service provider or digital currency exchange service provider.

f. Costs to research or correct any deficiency.

g. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.

h. Any criminal investigations or proceedings.

i. Your intentional or willful complicity in a covered "loss" event.

j. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody, or control.

k. Any criminal, fraudulent or dishonest act, error, or omission, or any intentional or knowing violation of the law by you.

l. Violation of any of the following:

(1) The organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO) as amended;

(2) Any securities law, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, and the Organized Crime Control Act of 1970, as amended;

(3) Any law relating to the unsolicited electronic dissemination of faxes, e-mails, or other communications, or a natural person's or entity's right of seclusion, including but not limited to the Telephone Consumer Protection Act of 1991, as amended;

(4) Any law relating to biometric information privacy, including but not limited to the Biometric Information Privacy Act, as amended;

(5) Any regulation promulgated under any of the foregoing laws; or

(6) Except as expressly covered under this Cyber Coverage, any federal, state, common, or foreign law or legislation similar to the foregoing laws.

m. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event", or "wrongful act" occurring before the "coverage term".

n. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".

o. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware, and keyloggers in connection with hardware or software created, produced, or modified by you for sale, lease, or license to third parties.

p. Any "claim" or "loss" alleging, arising out of, based upon or attributable to, or brought by or on behalf of any federal, state, or legal government agency or professional or trade licensing organizations or the enforcement of any governmental law, ordinance, regulation, or rule; however, this exclusion shall not apply to:

(1) Actions or proceedings brought by a governmental authority or regulatory agency acting solely in its capacity as your customer;

(2) "Regulatory proceedings" insured under **1.g. Privacy Incident Liability**; or

(3) Any fine or penalty imposed by law which arises from a covered "personal data compromise".

q. Any "loss" or liability arising out of "pollutants or contaminants" or the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants or contaminants", or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants or contaminants", or in any way respond to or assess the effects of "pollutants or contaminants".

r. Any oral or written "publication" of material, if done by you or at your direction with knowledge of its falsity.

s. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.

t. This insurance does not apply to:

(1) Any "future loss avoidance costs" incurred after this policy has been cancelled or non-renewed by either you or us.

(2) The salaries or wages of your "employees" or "executives", or your loss of earnings.

u. Any amount not insurable under applicable law.

v. Any provision of coverage under this Cyber Suite Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, the following is added:

1. Aggregate Limits

Except for post-judgment interest, the Cyber Suite Annual Aggregate Limit shown in the Declarations is the most we will pay for all "loss" under all applicable coverage sections in any one "policy period" or any applicable Extended Reporting Period. The Cyber Suite Annual Aggregate Limit shown in the Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Public Relations and Reputational Harm coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Declarations.

These sublimits are part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in **1.a.(2)(e)**.

b. Computer Attack Sublimit

The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

c. Cyber Extortion Sublimit

The most we will pay under Cyber Extortion coverage for "loss" arising from one "cyber extortion threat" is the applicable sublimit shown in the Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

d. Misdirected Payment Fraud Sublimit

The most we will pay under Misdirected Payment Fraud coverage for "loss" arising from one "wrongful transfer event" is the applicable sublimit shown in the Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

e. Computer Fraud Sublimit

The most we will pay under Computer Fraud coverage for "loss" arising from one "computer fraud event" is the applicable sublimit shown in the Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

f. Telecommunications Fraud Sublimit

The most we will pay under Telecommunications Fraud coverage for "loss" arising from one "computer attack" on a "telecommunications system" is the applicable limit shown in the Declarations. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

g. Reward Payments Sublimit

The Reward Payment sublimit shown in the Declarations is the most we will pay for all "reward payments" resulting from a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event" in any one "policy period". This sublimit is a part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Declarations.

3. Application of Limits

a. A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", or "computer fraud event" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", or "computer fraud event" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", or "computer fraud event" was first discovered by you.

b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.

c. The limit of insurance for any Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".

d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

4. Deductibles

a. We will not pay for "loss" until the amount of the insured "loss" exceeds the Cyber Suite deductible amount shown in the Policy Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Declarations. You will be responsible for the applicable deductible amount.

b. The deductible will apply to all:

(1) "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud, or Telecommunications Fraud coverage.

(2) "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Privacy Incident Liability, Network Security Liability, or Electronic Media Liability.

c. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, the following is added:

1. ADDITIONAL POLICY PROTECTION

We may, from time to time, offer or arrange to provide benefits specific to one of our risk management benefits which include, but are not limited to devices, equipment, services, or benefits provided by either us or a third-party vendor selected by us. These services or products are designed to mitigate loss, provide loss control, assess risk, identify sources of risk, or develop strategies for eliminating or reducing risk. The benefits are intended to enhance the safety, value, usability, life, or protection of you or your insurable assets. Such products or services must be provided by us or by a third-party vendor that has an agreement or contract with us. We do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

2. BANKRUPTCY

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Suite Coverage.

3. DEFENSE AND SETTLEMENT

a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.

b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any "defense costs" without our prior written consent.

c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.

d. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.

e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:

(1) After entry of judgment; and

(2) Before we pay, offer to pay, or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

f. We may, with your written consent, make any settlement of a "claim" or "regulatory proceeding" which we deem reasonable. If you refuse to consent to any settlement recommended by us and acceptable to the claimant or plaintiff, our liability for all "settlement costs" and "defense costs" resulting from such "claim" or "regulatory proceeding" will not exceed the following:

(1) The amount for which we could have settled such "claim" or "regulatory proceeding" plus "defense costs" incurred as of the date we proposed such settlement in writing to you; and

(2) 80% of any "settlement costs" and "defense costs" incurred after the date of such proposed settlement;

subject to the applicable limits.

4. DUE DILIGENCE

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Suite Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

a. Providing and maintaining appropriate physical security for your premises, "computer systems", and hard copy files;

b. Providing and maintaining appropriate computer and Internet security;

c. Maintaining and updating at appropriate intervals backups of computer data;

d. Protecting transactions, such as processing credit card, debit card, and check payments; and

e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

5. DUTIES IN THE EVENT OF A CLAIM, REGULATORY PROCEEDING, OR LOSS

a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation, or threat, you shall give written notice to us as soon as practicable and either:

(1) Anytime during the "policy period"; or

(2) Anytime during the Extended Reporting Periods (if applicable).

b. If a "claim" or "regulatory proceeding" is brought against you, you must:

(1) Immediately document the specifics of the "claim" or "regulatory proceeding" and the date received;

(2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;

(3) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "regulatory proceeding";

(4) Authorize us to obtain records and other information;

(5) Cooperate with us in the investigation, settlement, or defense of the "claim" or "regulatory proceeding";

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and

(7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".

c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event" insured under this Cyber Suite Coverage, you must see that the following are done:

(1) Notify the police, or any other appropriate law enforcement agency, if you have reasonable belief that a law may have been broken.

(2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event". Include a description of any property involved.

(3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event" occurred.

(4) As often as may be reasonably required, permit us to:

(a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event";

(b) Examine your books, records, electronic media and records, and hardware;

(c) Take samples of damaged and undamaged property for inspection, testing, and analysis; and

(d) Make copies from your books, records, electronic media, and records and hardware.

(5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event". You must do this within 60 days after our request. We will supply you with the necessary forms.

(6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event".

(7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.

(8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.

(9) Promptly send us any legal papers or notices received concerning the "loss".

d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.

e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

6. EXTENDED REPORTING PERIODS

a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".

b. If a "termination of coverage" has occurred, you will have the right to the following:

(1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Suite Coverage; and

(2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Suite Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

Upon your request, you shall be provided within 30 days thereafter, sufficient information about closed or paid claims, claims for which the company has established reserves, and claims for which the company has received notices of occurrences which could give rise to claims to allow you to determine how much of your aggregate coverage remains available under the policy.

7. LEGAL ACTION AGAINST US

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

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

8. LEGAL ADVICE

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Suite Coverage does not represent advice or counsel from us about what you should or should not do.

9. OTHER INSURANCE

If there is other insurance that applies to the same "loss", this Cyber Suite Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

10. PRE-NOTIFICATION CONSULTATION

You agree to consult with us prior to the issuance of any notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

a. The exact list of "affected individuals" to be notified, including contact information.

b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".

c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

11. SERVICE PROVIDERS

a. We will only pay under this Cyber Suite Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Suite Coverage. Such approval will not be unreasonably withheld.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification To Affected Individuals and Services To Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

(2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

(3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

12. SERVICES

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Cyber Suite Coverage:

a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals".

b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

d. You will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Suite Coverage. Those firms work for you.

13. VALUATION

We will determine the value of "money", "securities", cryptocurrency, and tangible property as follows:

a. Our payment for loss of "money" or loss payable in "money" will be, at your option, in the "money" of the country in which the "computer fraud event", "cyber extortion threat", "reward payments", or "wrongful transfer event" took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such "loss".

b. Our payment for loss of "securities" will be their value at the close of business on the day the "computer fraud event" or the "wrongful transfer event" was discovered, or the day the "securities" were transferred by you in response to the "cyber extortion threat". At our option, we may:

(1) Pay the value of such "securities" to you or replace them in kind, in which event you must assign to us all of your rights, title, and interest in those "securities"; or

(2) Pay the cost of any lost securities bond required in connection with issuing duplicates of the "securities"; provided that we will be liable only for the cost of the lost securities bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the "securities" at the close of business on the day the "computer fraud event", "cyber extortion threat", or "wrongful transfer event" was discovered.

c. Our payment of cryptocurrency will be its market value at the close of business on the day the cryptocurrency was transferred by you in response to the covered "cyber extortion threat".

d. Our payment for the loss of tangible property will be the smallest of:

(1) The cost to replace the tangible property; or

(2) The amount you actually spend that is necessary to replace the tangible property.

We will not pay you on a replacement costs basis for any loss of tangible property until such property is actually replaced and unless the replacement is made as soon as reasonably possible after the "loss". If the lost property is not replaced as soon as reasonably possible after the "loss", we will pay you the actual cash value of the tangible property on the day the "computer fraud event", "cyber extortion threat" or "wrongful transfer event" was discovered.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Affected individual" means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released, or accidentally published by a "personal data compromise" covered under this Cyber Suite Coverage. This definition is subject to the following provisions:

a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".

b. An "affected individual" may reside anywhere in the world.

2. "Authorized third party user" means a party who is not an "employee" or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Business income and extra expense loss" means loss of Business Income and Extra Expense

a. As used in this definition, Business Income means the sum of:

(1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal and necessary operating expenses incurred, including "employee" and director payroll.

b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.

5. "Claim"

a. "Claim" means:

(1) A written demand for monetary damages or non-monetary relief, including injunctive relief;

(2) A civil proceeding commenced by the filing of a complaint;

(3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

(4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal covered under this Cyber Suite Coverage.

b. "Claim" does not mean or include:

(1) Any demand or action brought by or on behalf of someone who is:

(a) Your director;

(b) Your owner or part-owner; or

(c) A holder of your "securities";

in their capacity as such, whether directly, derivatively, or by class action. "Claim", however, will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or

(2) A "regulatory proceeding".

c. "Claim" also includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Cyber Suite Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".

6. "Computer Attack"

a. "Computer attack" means one of the following involving the "computer system":

(1) An "unauthorized access incident";

(2) A "malware attack"; or

(3) A "denial of service attack" against a "computer system".

b. A "computer attack" ends at the earlier of:

(1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all unauthorized creation, destruction, or movement of data associated with the "computer attack" has ceased, whichever happens latest; or

(2) 30 days after your discovery of the "computer attack".

7. "Computer fraud costs" means:

a. The amount of "money" fraudulently obtained from you from a "computer fraud event". "Computer fraud costs" only include the direct financial loss to you.

b. "Computer fraud costs" do not include any of the following:

(1) Other expenses that arise from the "computer fraud event";

(2) Indirect loss, such as "bodily injury", lost time, lost wages, "identity recovery expenses", or damaged reputation;

(3) Any interest, time value, or potential investment gain on the amount of financial loss; or

(4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

8. "Computer fraud event" means:

a. An "unauthorized access incident" that leads to the intentional, unauthorized, and fraudulent entry of or change to data or instructions within a "computer system" owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", "executive", or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.

b. "Computer fraud event" does not mean or include any "occurrence":

(1) In which you are threatened or coerced to send "money" or divert a payment; or

(2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

9. "Computer system" means a computer or other electronic hardware that:

a. Is owned or leased by you and operated under your control; or

b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting, or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect to the specific services provided by such third party to you under such contract.

10. "Coverage term" means the increment of time:

a. Commencing on the earlier of the first inception date of this Cyber Suite Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Suite Coverage and held immediately prior to this Cyber Suite coverage; and

b. Ending upon the "termination of coverage".

11. "Coverage territory" means:

a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud, and Telecommunications Fraud, "coverage territory" means anywhere in the world.

b. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, "coverage territory" means anywhere in the world, however "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico.

12. "Cyber extortion expenses" means:

a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and

b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". This includes any payment made in the form of "money", "securities", cryptocurrency (including, but not limited to, Bitcoin, Ethereum, and other forms of digital, virtual, or electronic currency), or tangible goods. The payment of "cyber extortion expenses" must be approved in advance by us, where such approval will not be unreasonably withheld. However we may pay for "cyber extortion expenses" that were not approved in advance by us if we determine the following:

(1) It was not practical for you to obtain our prior approval; and

(2) If consulted at the time, we would have approved the payment.

At our sole discretion, we may choose to pay "cyber extortion expenses" in excess of the limit shown in the Declarations if doing so reduces the total amount of "loss" payable under this Cyber Risk Coverage.

13. "Cyber Extortion Threat"

a. "Cyber extortion threat" means a demand for "money" from you based on a credible threat, or series of related credible threats, to:

(1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;

(2) Gain access to a "computer system" and use that access to steal, release, or publish "personally identifying information", "personally sensitive information", or "third party corporate data";

(3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";

(4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or

(5) Transfer, pay or deliver any funds or property using a "computer system" without your authorization.

b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

14. "Data Re-creation Costs"

a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re- create, and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.

b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:

(1) Software programs or operating systems that are not commercially available; or

(2) Data that is obsolete, unnecessary, or useless to you.

15. "Data Restoration Costs"

a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.

b. "Data restoration costs" does not mean or include costs to research, re-create, or replace:

(1) Software programs or operating systems that are not commercially available; or

(2) Data that is obsolete, unnecessary, or useless to you.

16. "Defense Costs"

a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense, and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond, or similar bond. However, we have no obligation to apply for or furnish such bond.

b. "Defense costs" does not mean or include the salaries or wages of your "employees" or directors, or your loss of earnings.

17. "Denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

18. "Electronic media incident" means an allegation that the display of information in electronic form by you on a website resulted in:

a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name;

b. Defamation against a person or organization that is unintended; or

c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

19. "Employee" means any natural person, other than an "executive", who was, now is or will be:

a. Employed on a full-time or part-time basis by you;

b. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;

c. 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, but does not mean a temporary "employee" as defined in **b.** above;

d. Your "volunteer worker", which includes unpaid interns; or

e. An "independent contractor".

20. "Executive" means any natural person who was, now is or will be:

a. The owner of your sole proprietorship; or

b. A duly elected or appointed:

(1) Director;

(2) Officer;

(3) Managing Partner;

(4) General Partner;

(5) Member (if a limited liability company);

(6) Manager (if a limited liability company); or

(7) Trustee;

of your business.

21. "Extended income loss" means your actual "business income and extra expense loss" incurred during the "extended recovery period".

22. "Extended recovery period" means a fixed period of 180 days immediately following the end of the "period of restoration".

23. "Future Loss Avoidance Costs"

a. "Future loss avoidance costs" means the amount you spend to make improvements to a "computer system" owned or leased by you and operated under your control, provided:

(1) Such "future loss avoidance costs" are incurred within 30 days after your discovery of the "computer attack";

(2) We agree in writing that improvements to which "future loss avoidance costs" relate would reasonably reduce the likelihood of a future "computer attack" similar to the one for which you have received payment under Computer Attack coverage **1.b.(2)(a)** through **1.b.(2)(d)**. We will not unreasonably withhold such agreement; and

(3) We receive your invoices for the "future loss avoidance costs" no later than 60 days after the date you received the payment for the loss under Computer Attack coverage **1.b.(2)(a)** through **1.b.(2)(d)**.

b. The most we will pay for all "future loss avoidance costs" with respect to any one "computer attack" is 10% of our Eligible Payment to you prior to any payment under this Future Loss Avoidance coverage.

Any portion of the payment made for hardware replacement or hardware upgrades reduces the amount we will pay.

c. The improvements described in **a.(2)** above may include, but are not limited to, hardware, and software upgrades. Improvements involving services subject to lease, license, or subscription may have costs that are ongoing. In such case, the most we will pay are costs associated with the first 12 months of any such service, subject to the amount described in **b.** above.

d. As used in this coverage, Eligible Payment means our total payment to you under Computer Attack coverage **1.b.(2)(a)** through **1.b.(2)(d)** , not including any deductible amount.

24. "Identity Theft"

a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts, or commit crimes.

b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

25. "Independent contractor" means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

26. "Loss"

a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in **1.a.(2)** Data Compromise Response Expenses above.

b. With respect to Computer Attack, "loss" means those expenses enumerated in **1.b.(2)** Computer Attack above.

c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".

d. With respect to Misdirected Payment Fraud, "loss" means "wrongful transfer costs".

e. With respect to Computer Fraud, "loss" means "computer fraud costs".

f. With respect to Telecommunications Fraud, "loss" means "telecommunications fraud costs".

g. With respect to Privacy Incident Liability, Network Security Liability, and Electronic Media Liability, "loss" means "defense costs", and "settlement costs".

27. "Malware Attack"

a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware, and keyloggers.

b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

28. "Money"

a. "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks, and money orders held for sale to the public.

b. "Money" does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum, and other forms of digital, virtual, or electronic currency.

29. "Network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware, and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;

b. The unintended abetting of a "denial of service attack" against one or more other systems; or

c. The unintended loss, release, or disclosure of "third party corporate data".

30. "Period of indemnification" means the period of time that begins on the date you first provided notification to "affected individuals" pursuant to **1.a.** Data Compromise Response Expenses and ends after 30 days.

31. "Period of restoration" means the period of time that begins 8 hours after the time that a "computer attack" is discovered by you and continues until the earliest of:

a. The date that all "data restoration", "data re-creation", and system restoration directly related to the "computer attack" has been completed;

b. The date on which such "data restoration", "data re-creation", and system restoration could have been completed with the exercise of due diligence and dispatch;

c. If no "data restoration", "data re-creation", or system restoration is required, the end of the "computer attack"; or

d. 180 days after the "computer attack" is discovered by you.

32. "Personal data compromise" means the loss, theft, accidental release, or accidental "publication" of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release, or accidental "publication" involves "personally identifying information", such loss, theft, accidental release, or accidental "publication" must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

a. At the time of the loss, theft, accidental release, or accidental "publication", the "personally identifying information", or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody, or control of:

   (1) You; or

   (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission, or transportation of such information.

b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released, or accidentally published, even if there is no firm proof.

d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

33. "Personally Identifying Information"

a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.

b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

34. "Personally Sensitive Information"

a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

b. "Personally sensitive information" does not mean or include "personally identifying information".

35. "Policy period" means the period commencing on the effective date shown in the Declarations. The "policy period" ends on the expiration date or the cancellation date of this Cyber Suite Coverage, whichever comes first.

36. "Pollutants or contaminants" include, but are not limited to, any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, bacterium, microorganism, virus, or other pathogen, diseases, germs, soot, fumes, asbestos, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed and nuclear materials.

37. "Privacy incident" means:

a. A "personal data compromise";

b. Your failure to comply with a Privacy Policy;

c. Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of "personally identifying information"; or

d. Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct, or delete "personally identifying information".

For the purpose of this definition, Privacy Policy means a publicly available written policy formally adopted by you which addresses the collection, handling, and management of "personally identifying information".

38. "Property damage" means:

a. Physical injury to or destruction of tangible property including all resulting loss of use; or

b. Loss of use of tangible property that is not physically injured.

39. "Regulatory proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.

40. "Reputational Harm Costs"

a. "Reputational harm costs" means the loss of Business Income during the "period of indemnification" arising directly from damage to your reputation caused by a "personal data compromise".

As used in this definition, Business Income means the sum of:

(1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll.

b. "Reputational harm costs" does not mean or include Business Income you lose due to:

(1) Unfavorable or deteriorated business conditions;

(2) Decreased market share;

(3) Any other consequential damages or losses;

(4) Legal costs or expenses;

(5) Investment income;

(6) Bank interest;

(7) Seasonal fluctuations;

(8) Additional costs you incur to operate your business over and above the costs that you normally would have incurred to operate your business during the same period had no "personal data compromise" occurred.

41. "Reward payments" means:

An amount of "money" paid by you to any individual(s) for information leading to the arrest and conviction of any perpetrator(s) of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event" that:

a. We agree to in writing prior to the "reward payments" being offered or paid; and

b. Are offered and paid prior to the earlier of:

(1) Six months after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event"; or

(2) Expiration of the policy term.

Such individual may not be:

(1) You;

(2) Your "employee";

(3) Anyone hired by you to investigate a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", or "computer fraud event"; or

(4) A member of law enforcement.

42. "Securities"

a. "Securities" means:

(1) Written negotiable and non-negotiable instruments or contracts representing "money" or tangible property; or

(2) Uncertified securities.

b. "Securities" does not mean or include "money".

43. "Settlement Costs"

a. "Settlement costs" means the following, when they arise from a "claim":

(1) Damages, judgments, or settlements;

(2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and

(3) Pre-judgment interest on that part of any judgment paid by us.

b. "Settlement costs" does not mean or include:

(1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;

(2) Punitive and exemplary damages;

(3) The multiple portion of any multiplied damages;

(4) Taxes; or

(5) Matters which may be deemed uninsurable under the applicable law.

c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Suite Coverage, provided that such jurisdiction is where:

(1) Those fines, or penalties were awarded or imposed;

(2) Any "wrongful act" took place for which such fines, or penalties were awarded or imposed;

(3) You are incorporated or you have your principal place of business; or

(4) We are incorporated or have our principal place of business.

44. "System Restoration Costs"

a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre-"computer attack" level of functionality:

(1) Replace or reinstall computer software programs;

(2) Remove any malicious code; and

(3) Configure or correct the configuration of your "computer system".

b. "System restoration costs" does not mean or include:

(1) Costs to increase the speed, capacity, or utility of a "computer system" beyond what existed immediately prior to the "computer attack";

(2) Labor costs of your "employees" or directors;

(3) Any costs in excess of the actual cash value of your "computer system"; or

(4) Costs to repair or replace hardware. However, at our sole discretion, we may choose to pay to repair or replace hardware if doing so reduces the amount of "loss" payable under this Cyber Suite Coverage.

45. "Telecommunications fraud costs" means any payment that you are responsible for making to your Telephone Service Provider as a result of a "computer attack" on a "telecommunications system" that is owned or leased by you and operated under your control. As used in this definition, Telephone Service Provider means a business with which you have a written contract to provide you with telephone services.

46. "Telecommunications system" means any telephone or fax system including but not limited to, Voice over Internet Protocol (VoIP) or other internet based telephone system that is owned or leased by you and operated under your control.

47. "Termination of coverage" means:

   a. You or we cancel this coverage;

   b. You or we refuse to renew this coverage; or

   c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Suite Coverage.

48. "Third Party Corporate Data"

   a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report, or other item of information of a third party not an insured under this Cyber Suite Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.

   b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

49. "Unauthorized access incident" means the gaining of access to a "computer system" by:

   a. An unauthorized person or persons; or

   b. An authorized person or persons for unauthorized purposes.

50. "Wrongful Act"

   a. With respect to Privacy Incident Liability, "wrongful act" means a "privacy incident".

   b. With respect to Network Security Liability, "wrongful act" means a "network security incident".

   c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".

51. "Wrongful transfer costs" means the amount of "money" fraudulently obtained from you. "Wrongful transfer costs" include the direct financial loss only. "Wrongful transfer costs" do not include any of the following:

   a. Other expenses that arise from the "wrongful transfer event";

   b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses, or damaged reputation;

   c. Any interest, time value, or potential investment gain on the amount of financial loss; or

   d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

52. "Wrongful Transfer Event"

   a. "Wrongful transfer event" means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an "employee", "executive" or "independent contractor" using email, facsimile, or telephone communications to induce you or the financial institution to send or divert "money", "securities", or tangible property. The deception must result in direct financial loss to you.

   b. "Wrongful transfer event" does not mean or include any "occurrence":

(1) In which you are threatened or coerced to send "money" or divert a payment; or

(2) Arising from a dispute or disagreement over the completeness, authenticity, or value of a product, a service or a financial instrument.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to **4.a. Primary Insurance**:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You have agreed in a written contract or written agreement that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed subsequent to the execution of such contract or agreement.

The following is added to **4.b. Excess Insurance**:

(1) When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over the "additional insured's own insurance".

(2) Regardless of the written contract or written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent, or on any other basis for which the additional insured has been added as an additional insured on other policies.

SECTION V – DEFINITIONS

For purposes of this endorsement the following is added:

"Additional insured's own insurance" means any other insurance for which the additional insured is designated as a Named Insured.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS BY CONTRACT – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

For purposes of this endorsement, the following are added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

ADDITIONAL INSURED

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising from the sole negligence of the additional insured.

(2) "Bodily injury", "property damage", or "personal and advertising injury" that occurs prior to you commencing operations at any location where such "bodily injury", "property damage", or "personal and advertising injury" occurs.

(3) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render of any professional architectural, engineering, or surveying services, including:

(a) The preparing, approving, editing of, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals, or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering, surveying, or services activities;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service; and

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in **(a)**, **(b)**, or **(c)** above.

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, or any other business practices by an insured, if "bodily injury", "property damage", or "personal and advertising injury", arises out of the rendering or failure to render of any professional services.

(4) "Bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) 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, abandoned, or otherwise left incomplete; or

(b) 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.

(5) Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made a part of this policy.

SECTION II – WHO IS AN INSURED

For purposes of this endorsement, the following is added:

ONGOING OPERATIONS

Any person or organization whom you have agreed to add as an additional insured on your policy in a written contract, written agreement, or because of a permit issued by a state or political subdivision, provided that the "bodily injury", or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are the subject of the written contract or written agreement; or

b. The ownership, maintenance, or use by you of premises or facilities rented or leased to you by such person or organization; or

c. The maintenance, operation, or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision.

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "products completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded to such additional insured described above:

e. Only applies to the extent permitted by law; and

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

With respect to **a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

g. 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, abandoned, or otherwise left incomplete; or

h. 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.

With respect to **b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respect to **c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement, the following is added:

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:

a. Required by the contract or agreement; or

b. 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

For purposes of this endorsement, the following is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit**:

An additional insured under this endorsement must:

(1) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions;

(2) See to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim or "suit"; and

(3) Tender the defense and indemnity of any "suit" to all insurers who also have insurance available to the additional insured in compliance with the terms of this endorsement.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" from the additional insured.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

CROSS SUITS LIABILITY

This insurance does not apply to any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury", "property damage", or "personal and advertising injury".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION III – LIMITS OF INSURANCE

The following is added:

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form

SECTION VI – EMPLOYMENT PRACTICES LIABILITY CONDITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any injury, damage, damages, claims, suits, wrongful acts, losses, or employment practices that are otherwise excluded under this Coverage Part.

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

TERRORISM PUNITIVE DAMAGES

This insurance does not apply to damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form

SECTION VI – EMPLOYMENT PRACTICES LIABILITY CONDITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any injury, damage, damages, claims, suits, wrongful acts, losses, or employment practices that are otherwise excluded under this Coverage Part.

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement, the following is added:

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

SILICA

This insurance does not apply to:

(1) Any liability, damages, loss, or injury, arising out of, or allegedly caused in whole or in part by "silica risks".

(2) Any demand, claim, or "suit" against any insured of which any part alleges liability, damages, loss, or injury, arising out of, or allegedly caused in whole or in part by "silica risks".

(3) Any damages, loss, costs, or expenses arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, or assess the effects of "silica risks".

(b) Claim or suit by or on behalf of any governmental authority or any other person, entity, or organization for damages because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of "silica risks".

SECTION V – DEFINITIONS

The following is added:

"Silica risks" means the inhalation of or exposure to silica at any time, in any form, alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOBACCO, TOBACCO PRODUCTS, NICOTINE, NICOTINE PRODUCTS, OR ELECTRONIC SMOKING DEVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

TOBACCO, TOBACCO PRODUCTS, NICOTINE, NICOTINE PRODUCTS, OR ELECTRONIC SMOKING DEVICES

"Bodily injury", "property damage", or "personal and advertising injury" arising, or allegedly arising, in whole or in part, either directly or indirectly, out of the:

(1) Inhalation, consumption, ingestion, absorption, use, possession, sale, design, manufacture, storage, processing, labeling, packaging, importing, exporting, maintenance, repair, serving, furnishing, removal, disposal, handling, testing, distribution, transportation, marketing, advertising, existence, of; or

(2) Exposure, direct, or secondhand, to;

"tobacco or tobacco products", "nicotine or nicotine products", or "electronic smoking devices"; either alone or in combination with other substances, goods, or products.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Electronic smoking device" includes, but is not limited to any electronic or any other:

- **a.** Cigarette;
- **b.** Cigar;
- **c.** Cigarillo;
- **d.** Hookahs;
- **e.** Pipe;
- **f.** Vapor product or personal vaporizer;
- **g.** Mist inhalers;
- **h.** Atomizer;
- **i.** Device, by whatever name known, that delivers nicotine or is used to inhale any substance;
- **j.** Component, part, accessory, charging device, or battery used in connection with any such device;
- **k.** Substance, chemical, mineral, or other material, good, or product that may be used with any such device; or

l. By-products or residues emanating from such device.

2. "Nicotine or nicotine product" includes, but is not limited to any:

a. Nicotine, nicotine in any form, or product that contains nicotine;

b. Substance or ingredient used in a nicotine product or sprayed on or applied to a natural source of nicotine;

c. Nicotine cessation or replacement good, product, service, advice, or instruction;

d. Synthetic nicotine, in any form;

e. By-products or residues of "nicotine or nicotine products";

f. Device used for the absorption, consumption, ingestion, inhalation, or delivery of nicotine, or any container, material, part, equipment, or accessory furnished in connection with such device;

g. Warranty or representation made at any time with respect to the fitness, quality, durability, performance, or use of natural or synthetic nicotine, or with respect to any good or product that contains natural or synthetic nicotine; or

h. Providing of or failure to provide warnings or instructions with respect to natural or synthetic nicotine, or with respect to any good or product that contains natural or synthetic nicotine.

3. "Tobacco or tobacco product" includes, but is not limited to any:

a. Tobacco, in any form, including raw, cured, chewing, snuff, pipe, smokeless tobacco, or any product that contains tobacco;

b. Substance or ingredient used in a tobacco product or sprayed on or applied to tobacco;

c. Tobacco cessation or replacement good, product, service, advice, or instruction;

d. Filter, paper, tip, additives, flavorings, pipe, wrapper, or any other tobacco-related accessory;

e. By-products or residue of "tobacco or tobacco products";

f. Device used for the absorption, consumption, ingestion, inhalation, or delivery of tobacco, or any container, material, part, equipment, or accessory furnished in connection with such device;

g. Warranty or representation made at any time with respect to the fitness, quality, durability, performance, or use of tobacco, or with respect to any good or product that contains tobacco; or

h. Providing of or failure to provide warnings or instructions with respect to tobacco, or with respect to any good or product that contains tobacco.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT OR ABUSIVE ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

SEXUAL MISCONDUCT OR ABUSIVE ACTS

Any liability, damages, loss, injury, demand, claim, or "suit" arising out of, caused by, or allegedly caused by, in whole or in part by the:

(1) Actual, alleged, or threatened "sexual misconduct" or "abusive acts";

(2) An act or omission in connection with conduct excluded by **(1)** above, including, but not limited to, actual or alleged:

(a) Failure to post notices as required by any applicable judicial, statutory, regulatory, or other legal measure of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation;

(b) Failure to offer, provide, or require attendance at training designed to identify and prevent "sexual misconduct" or "abusive acts"; or

(c) Failure or inadequacy of any controls, practices, training, procedures, or security designed to identify or prevent "sexual misconduct" or "abusive acts";

(3) Negligence or other wrongdoing in the supervision, hiring, employment, retention, monitoring, investigation, or training, of any persons related to the conduct excluded by **(1)** or **(2)** above, or the reporting or failure to report to proper authorities conduct excluded by **(1)** or **(2)** above, or the failure to protect others from the conduct excluded by **(1)** or **(2)** above;

(4) Any allegations that are based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated in connection with conduct excluded by **(1)**, **(2)**, or **(3)** above;

(5) 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 in connection with the conduct excluded by **(1)** or **(2)** above; or

(6) Oral or written publication, in any manner, of material that violates a person's right of privacy in connection with the conduct excluded by **(1)** or **(2)** above.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following are added:

1. "Abusive act" means any act or series of acts of actual, alleged, or threatened cruelty or violent treatment of a non-sexual nature of a person in any manner, whether oral, verbal, physical, financial, or psychological.

2. "Sexual misconduct" means any act or series of actual, alleged, or threatened acts of misconduct that is of a sexual nature involving any person or persons and committed by one or more persons.

"Sexual misconduct" includes but is not limited to:

a. Sexual intercourse, including but not limited to any kind of sexual penetration, of any bodily orifice or part;

b. Molestation, abuse;

c. Assault, physical touching, contact including but not limited to any, kissing or fondling of any bodily part, including but not limited to genitalia;

d. Harassment, advances;

e. Victimization, exploitation, requests for favors;

f. Coercion to engage in sexual activities;

g. Exhibitionism, voyeurism;

h. Verbal or non-verbal communication; or

i. Showing or sharing of text, pictures, drawings, audio, video, or digital content.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES

(1) Any liability arising out of the actual, alleged, threatened, or suspected discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of, contact with, exposure to, existence of, or presence of "PFC/PFAS"; or

(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, neutralize, remediate, dispose of, or in any way respond to or assess the effects of "PFC/PFAS"; or

(b) Claim or suit by or on behalf of any governmental authority or any other, person, entity, or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, remediating, disposing of, or in any way assessing the effects of "PFC/PFAS".

This exclusion applies whether the substances listed above are alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

This exclusion applies regardless of whether such exposure occurs within or outside a building.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"PFC/PFAS" means perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS) including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), GenX, C8 (perfluorinated carboxylic acid), ADONA, perfluorohexanoic acid (PFHxA),perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid, (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 fluorotelomer sulfonate (6:2 FTS) or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC-related or PFAS-related damages, expense, loss, demand, claim, liability, or legal obligation.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOMETRIC INFORMATION PRIVACY CLAIM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

BIOMETRIC INFORMATION PRIVACY CLAIM

This insurance does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate any federal, state, local, province, Native American tribe or tribal nation law, or other governmental division or subdivision law that regulates or restricts the collection, storage, use, conversion, retention, sharing and/or publication in any manner, and/or disposal of "biometric information", including, but not limited to, violations of any notifications, disclosures, sale, or authorizations related to such "biometric information".

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VIII – DEFINITIONS of the Employment Practices Liability Coverage Form

For purposes of this endorsement the following is added:

"Biometric information" means any:

a. Biometric identifier including, but not limited to, a retina or iris scan, fingerprint, handprint, voiceprint, scan of hand, finger, ear, or face geometry, eye or finger vein verification, handwriting or signature, deoxyribonucleic acid (DNA), or any other personally identifiable measurable biological, physiological, behavioral, or immutable characteristic of an individual or individuals; or

b. "Biometric information", including any information, regardless of how captured, converted, stored, or shared, which is based on biometric identifiers used to identify an individual.

All other provisions of this policy apply.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

COMMUNICABLE DISEASE

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged transmission of an "infectious or communicable disease";

(2) Any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, detoxify, or neutralize, or in any way respond to or assess the effects of an "infectious or communicable disease"; or

(3) Any claim or suit by or on behalf of any government authority or any other person, entity, or organization 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, an "infectious or communicable disease".

This exclusion applies even if the claims allege negligence or other wrongdoing in the:

(4) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a "infectious or communicable disease";

(5) Testing for an "infectious or communicable disease";

(6) Failure to warn of an "infectious or communicable disease";

(7) Failure to prevent the spread of the "infectious or communicable disease"; or

(8) Failure to report the "infectious or communicable disease" to authorities.

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"Infectious or communicable disease" means any illness or contamination resulting from a pathogen, infectious agent, or their by-products that occurs through the direct or indirect transmission by an infected human or animal host, organism or from the inanimate environment to a human or animal host.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN TRAFFICKING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

The following exclusion is added:

HUMAN TRAFFICKING

Any liability, loss, injury, demand, claim, "suit", indemnification for, or damages of any kind arising out of or allegedly arising out of actual, alleged, threatened, or suspected:

(1) "Human trafficking" committed or caused directly or indirectly, by you, any insured, any person, any entity, including their agents, "employees", "volunteer workers", "temporary workers", or those who perform service or work on behalf of an insured, or by any means whatsoever regardless of any other cause or event contributing concurrently or in any sequence to it;

(2) Violation of any regulation or law of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation pertaining to "human trafficking", including but not limited to:

(a) The Trafficking Victims Protection Act; and

(b) Any amendment or reauthorizations thereof;

(3) Act, omission, or failure to provide an environment safe from "human trafficking", including but not limited to the failure to:

(a) Provide adequate security;

(b) Maintain a premises in a safe and secure condition; or

(c) Warn of environmental dangers or propensity that could contribute to "human trafficking";

(4) Negligent or passive participation or other wrongdoing in "human trafficking", including but not limited to the failure to detect, investigate, recognize, intervene in, or prevent "human trafficking";

(5) Failure to post notices related to "human trafficking" as required by any applicable judicial, statutory, regulatory, or other legal measure of any nation, province, state, municipality, or other governmental division or subdivision, or any Native American tribe or tribal nation;

(6) Failure to offer, provide, or require attendance at training designed to identify and prevent "human trafficking";

(7) Failure or inadequacy of any controls, practices, training, policies or procedures, or security designed to detect, identify, investigate, recognize, or prevent "human trafficking";

(8) Negligence or other wrongdoing in supervision, hiring, employment, retention, monitoring, investigation, reporting to proper authorities, or failure to report to proper authorities in connection with "human trafficking";

(9) Negligence, wrongdoing, or offense arising out of false detention or imprisonment related to "human trafficking"; or

(10) Allegations that are based on an alleged custom, practice, or policy, including but not limited to any allegation that a person's civil rights have been violated in connection with "human trafficking".

This exclusion applies to any insured, including you, any additional insured, any person, any entity, including their agents, "employees", "volunteer workers", "temporary workers", or those who perform service or work on behalf of an insured or by any means whatsoever regardless of any other cause or event contributing concurrently or in any sequence to it; and

Regardless of whether such persons or entities knew or should have known, or directly or indirectly benefited financially or by any other means from the actual, alleged, threatened, or suspected "human trafficking".

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

1. "Human trafficking" means the aiding and abetting, recruitment, enticement, facilitation, grooming, harboring, detaining, transportation, provision, advertisement, maintenance, patronage, solicitation, exploitation, or receipt by any means of a person or persons to engage in an illegal act or acts or illegal purpose, or use of the labor or service of a person or persons, including, but not limited to:

- **a.** Domestic servitude or work in factories and agricultural settings;
- **b.** Labor exploitation;
- **c.** Forced labor;
- **d.** Involuntary servitude;
- **e.** Kidnapping;
- **f.** Slavery;
- **g**. Peonage or debt bondage;
- **h.** Migratory smuggling;
- **i.** Organ harvesting or donation;
- **j.** Marriage;
- **k.** Commercial sex act, sexual exploitation, sex work, or rape including any allegation that a person is deceived, coerced, or forced to take part in any sexual activity, or that they lacked legal capacity to consent to any sexual activity;
- **l.** Conscription, enlistment, or any form of engagement in any military, militia, or war fighting group by deceit, coercion, or force or when such person lacked legal capacity to consent to any such conscription or enlistment; or
- **m.** Forced criminality or violence of any kind.

2. "Human trafficking" also includes knowingly benefiting financially or receiving anything of value as a result of "human trafficking".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability:**

PUNITIVE OR EXEMPLARY DAMAGES

Either obligation to pay, or to judgments which reflect "punitive or exemplary damages" awarded against an insured, regardless of any other provision of this policy.

However, if a "suit" is brought against an insured with respect to a claim for acts or alleged acts seeking compensatory damages within coverage afforded by the policy and "punitive or exemplary damages", we will afford a defense to such action without liability for such "punitive or exemplary damages".

SECTION V – DEFINITIONS

For purposes of this endorsement, the following is added:

"Punitive or exemplary damages" include damages which are imposed or awarded to punish or deter wrongful conduct, to set an example, to fine, penalize, or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**:

CYBER INCIDENT

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

SECTION V – DEFINITIONS

For purposes of this endorsement, the following definition is added:

"Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus, or any other harmful code that is directed at, enacted upon, or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMON POLICY CONDITIONS

The following is added to **11.b.**:

We waive any right of recovery we may have against any person or organization because of any payments we make under this Coverage Part, provided:

(1) You and that person or organization have agreed in writing a contract or agreement that you waive such rights against that person or organization; and

(2) The injury or damage occurs subsequent to the execution of the written contract or written agreement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V – DEFINITIONS

Item **11.f.** is deleted and replaced by the following:

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, 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.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

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

1. CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this policy or coverage part by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy or coverage part by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

(a) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(i) Seasonal unoccupancy; or

(ii) Buildings in the course of "construction or renovation".

"Construction or renovation" means alterations to an existing building or structure with evidence of continuous, substantial construction, or major renovation activity.

However, "construction or renovation" does not include:

i. Routine maintenance or repair; or

ii. Updates to the existing building that are cosmetic in nature, including but not limited to: interior/exterior paint, new furniture, window ware, rugs, and plumbing/electrical fixtures.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(b) After damage by a Covered Cause of Loss, permanent repairs to the building:

(i) Have not started; and

(ii) Have not been contracted for; within 30 days of initial payment of loss.

(c) The building has:

(i) An outstanding order to vacate;

(ii) An outstanding demolition order; or

(iii) Been declared unsafe by governmental authority.

(d) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(e) Failure to:

(i) Furnish necessary heat, water, sewer service, or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(ii) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

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

d. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

e. If this policy or coverage part 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.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. CHANGES

This policy or coverage part 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 or coverage part 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.

3. CONCEALMENT, MISREPRESENTATION, OR FRAUD

We may void this policy or coverage part and/or deny a claim if, before or after a loss, you or any insured:

a. Concealed or misrepresented any material fact or circumstance; or

b. Made incorrect statements or representations with regard to any material fact or circumstance; or

c. Engaged in any fraudulent conduct;

at the time of application or any time during the policy period.

4. EXAMINATION OF YOUR BOOKS AND RECORDS

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

5. INSPECTIONS AND SURVEYS

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

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

(1) Are safe and healthful; or

(2) Comply with laws, regulations, codes, or standards.

c. Items **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

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

6. 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.

7. LIBERALIZATION

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

8. PAYMENT OF PREMIUMS

If your initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

9. PREMIUMS

a. 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.

b. The premium shown in the Declarations was calculated based on rates and rules 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.

c. If we offer to renew or continue this policy, you may accept to continue this policy in force by paying a renewal premium for each successive one-year period. The premium will be computed at our then current rate and rules for coverage then offered and must be:

(1) Paid to us prior to the anniversary date; and

(2) Coverage under renewal policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution.

d. Failure to pay the required renewal premium when due shall mean that you have not accepted our renewal offer. Therefore, this policy will automatically terminate at the end of the current policy period, and you will have no coverage. Undeclared exposures, changes in exposures, or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

10. PREMIUM AUDIT

a. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will calculate the premiums for this policy in accordance with our rules and rates.

b. Any premiums shown in this policy as advance premium shall be considered a deposit premium only. At the close of each audit period, we may compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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.

11. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

a. Applicable to the Commercial Property Coverage Part and Commercial Inland Marine Coverage Part:

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

(1) Prior to a loss to your Covered Property or covered income;

(2) After a loss to your Covered Property or covered income only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm;

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

b. Applicable to anything not referenced in **a.** above

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

12. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy or coverage part 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.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

COMMON POLICY CONDITIONS

Under **1. Cancellation**, item **b.** is deleted and replaced by the following:

b. POLICIES IN EFFECT

(1) LESS THAN 60 DAYS

If this policy or coverage part has been in effect for 60 days or less, we may cancel this policy or coverage part 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.

(2) 60 DAYS OR MORE

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

(a) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(b) At least 45 days before the effective date of cancellation if we cancel for any other reason.

The following is added and supersedes any provision to the contrary:

1. NONRENEWAL

If we decide not to renew this policy or coverage part, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy or coverage part written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy or coverage part unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy or coverage part term must be based on one or more of the following reasons:

a. Nonpayment of premium;

b. A false statement knowingly made by the insured on the application for insurance; or

c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy or coverage part unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

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

Any policy definition and provision designating an insured under this policy, are amended, wherever appearing, where terms denoting a marital relationship are used, to include parties to a civil union under Colorado law. The civil union must be established in the state of Colorado according to Colorado law.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONTRACTORS ERRORS AND OMISSIONS COVERAGE PART

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE – CONTRACTORS ERRORS AND OMISSIONS

The following is added to **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** and **Coverage – Contractors Errors and Omissions:**

NUCLEAR ENERGY LIABILITY

(1) Under any Liability Coverage, to "bodily injury", "property damage", or a "claim" arising out of a "contractors error or omission":

(a) 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

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) 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.

(2) 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.

(3) Under any Liability Coverage, to "bodily injury", "property damage", or a "claim" arising out of a "contractors error or omission" resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or

(ii) Has been discharged or dispersed therefrom;

(b) 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

(c) The "bodily injury", "property damage", or a "claim" arising out of a "contractors error or omission" 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 **(c)** applies only to "property damage" to such "nuclear facility" and any property thereat.

SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form

SECTION VII – DEFINITIONS of the Contractors Error And Omissions Coverage Form

For purposes of this endorsement, the following are added:

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

2. "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.

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

4. "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.

5. "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.

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

7. "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".

For purposes of this endorsement, the following is amended:

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

All other provisions of this policy apply.

COMMERCIAL 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 VI – Definitions**.

SECTION I – COVERAGES

We will pay for direct physical loss of or direct physical damage to Covered Property at a location shown in the Declarations caused by or resulting from any Covered Cause of Loss under **3. Covered Causes of Loss**.

1. COVERED PROPERTY

Covered Property, as used in this Coverage Part, means the type of property described in **1. Covered Property** if a Limit of Insurance is shown in the Declarations for that type of property. Regardless of coverage shown in the Declarations, there is no coverage for property described under **2. Property Not Covered** unless otherwise stated within this Coverage Part.

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

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery; and

(b) Equipment;

(4) Your personal property in apartments, rooms, or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service a building or structure shown in the Declarations, or the premises of a location shown in the Declarations.

(6) If not covered by other insurance:

(a) Additions under construction, alterations, and repairs to a building or structure shown in the Declarations;

(b) Materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a location shown in the Declarations, used in connection with **(a)** above.

(7) Building glass, meaning glass that is part of a building or structure. Building glass does not include "specialty glass". We will also pay for the following glass expenses:

(a) Expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(b) Expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

(8) Bridges not exceeding 30 feet in length, roadways, walks, patios, or other paved surfaces.

(9) Outdoor signs attached to a building or structure shown in the Declarations.

b. Business Personal Property:

(1) In or on a building or structure shown in the Declarations;

(2) In the open at or within 1,000 feet of a location shown in the Declarations;

(3) In a vehicle at or within 1,000 feet of a location shown in the Declarations; or

(4) In a trailer or portable storage unit, at or within 1,000 feet of a covered location shown in the Declarations, when a limit for Business Personal Property in a Trailer or Portable Storage Unit is shown in the Declarations. The Business Personal Property in a Trailer or Portable Storage Unit Limit shown in the Declarations is the most we will pay in any one "occurrence" for all direct physical loss of or direct physical damage to Business Personal Property in a Trailer or Portable Storage Unit, regardless of the number or type of such trailer or units.

Coverage provided under **(4)** above does not apply to loss or damage to the trailer or portable storage unit itself.

(5) Business Personal Property includes:

(a) Property you own that is used in your business;

(b) Property of others that is in your care, custody, or control, except as limited in **d.(3)(b)** under **Section V – Conditions**, **Property Loss Conditions. 5. Loss Payment and Valuation**. This includes labor, materials, or services furnished or arranged by you on personal property of others.

(c) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations, or additions:

(i) Made a part of the building or structure you occupy but do not own; and

(ii) You acquired or made at your expense but cannot legally remove;

(d) Leased personal property which you have a written, contractual responsibility to insure, unless otherwise provided for under **(5)(b)** above; and

(e) Exterior building glass (other than "specialty glass"), if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you, or you must be legally required or have a written, contractual responsibility to insure such glass. Exterior building glass includes semi-exterior glass (glass which is on the exterior of the insured premises, but which is interior to an enclosed structure, i.e., an enclosed store in a shopping mall). We will also pay for the following glass expenses:

(i) Expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(ii) Expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

c. PRESERVATION OF COVERED PROPERTY

If it is necessary to move Covered Property described in **a.** or **b.** above from a location shown in the Declarations to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or direct physical damage to that Covered Property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. PROPERTY NOT COVERED

Unless otherwise stated in this Coverage Part, Covered Property does not include:

a. Accounts, bills, food stamps, other evidences of debt, or accounts receivable;

b. Aircraft including "unmanned aircraft". This item does not apply to "unmanned aircraft" that you hold for sale or that you manufacture, store, process, or hold for repair or maintenance, but only while not in flight. In flight includes takeoff and landing;

c. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

d. Automobiles held for sale;

e. Automobiles, motorcycles, motortrucks, motorhomes, and other self-propelled vehicles or machines subject to motor vehicle registration or that are;

(1) Licensed for use on public roads; or

(2) Operated principally away from the premises of a location shown in the Declarations;

This item **(2)** does not apply to:

(a) Vehicles or self-propelled machines or autos you manufacture, process, or warehouse; or

(b) Vehicles or self-propelled machines, other than autos, you hold for sale;

f. Bridges exceeding 30 feet in length;

g. Contraband under any state, federal, local, or other law or regulation, or property in the course of illegal transportation or trade;

h. Costs of excavations, grading, backfilling, or filling, other than costs incurred that are necessary to repair or replace Covered Property lost or damaged by a Covered Cause of Loss. Any costs associated with land stabilization or the reconstruction, reclaiming, or restoring land or water are not covered;

i. Dams, dikes, bulkheads, pilings, piers, wharves, docks, or any similar type of property used or built in connection with a body of water, whether man-made or naturally occurring;

j. "Digital art or media";

k. "Electronic data and media data" (including the cost to research, replace, or restore "electronic data and media data");

l. "Fine arts";

m. Land (including land on which the property is located), water, growing crops, or lawns (other than lawns which are part of a vegetated roof);

n. "Money";

o. Outdoor signs not attached to the building or structure shown in the Declarations;

p. Personal property while airborne or waterborne;

q. Portable storage units, trailers, or semi-trailers;

r. 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;

s. Retaining walls that are not part of a covered building or structure shown in the Declarations;

t. "Securities";

u. Underground pipes, flues, or drains;

v. "Valuable papers and records", including the cost to replace or restore the information on "valuable papers and records";

w. "Virtual currency";

x. "Virtual currency related equipment";

y. Watercraft (including motors, equipment, and accessories) while afloat; or

z. The following property while outside of buildings:

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

(2) Fences, antennas (including dish-shaped antennas) and their lead-in wiring, masts, or towers not attached to the building, trees, shrubs, or plants (other than trees, shrubs, or plants which are "stock" or are part of a vegetated roof);

3. COVERED CAUSES OF LOSS

a. Covered Causes of Loss means direct physical loss of or direct physical damage to Covered Property unless the loss is:

(1) Excluded or limited under this Coverage Form; or

(2) Excluded or limited by any other provisions of this policy.

b. COLLAPSE

Unless excluded or limited under this Coverage Form or any other provisions of this policy, the following applies to the peril of collapse:

The coverage provided under this provision applies only to an actual and abrupt collapse as described and limited in **(1)** through **(7)** below.

(1) For the purpose of this provision, abrupt collapse means the actual and abrupt falling down or caving in of a building or any part of a building with the result that the building or any part of the building cannot be occupied for its intended purpose.

(2) We will pay for direct physical loss of or direct physical damage to Covered Property, caused by the actual and abrupt collapse of a building or any part of a building that is insured under this Coverage Part, if such collapse is caused by one or more of the following:

(a) The "specified causes of loss";

(b) Breakage of building glass;

(c) Weight of rain that collects on a roof;

(d) Weight of people or Business Personal Property;

(e) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(f) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(g) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation; or

(h) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs after the construction, remodeling, or renovation is complete, but only if the collapse is caused in whole or in part by a cause of loss listed in **(a)** through **(f)** above.

(3) Collapse does not include and we will not pay for loss or damage caused by, resulting from, or consisting of the following:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) Any part of a building that is standing, even if it has separated from another part of the building;

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

But if a non-covered collapse results in a Covered Cause of Loss at a location shown in the Declarations, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that Covered Cause of Loss.

(4) With respect to the following property:

(a) Outdoor antennas (including dish-shaped antennas) and their lead-in wiring, masts, or towers;

(b) Awnings;

(c) Gutters and downspouts;

(d) Yard fixtures;

(e) Outdoor swimming pools;

(f) Piers, wharves, and docks;

(g) Beach or diving platforms or appurtenances;

(h) Retaining walls; and

(i) Walks, roadways, and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **(2)(a)** through **(2)(h)** above, we will pay for direct physical loss of or direct physical damage to the above property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Part and the property is Covered Property under this Coverage Part.

(5) If Business Personal Property abruptly falls down or caves in and such collapse is not the result of actual and abrupt collapse of a building, we will pay for direct physical loss of or direct physical damage to Covered Property caused by such collapse of Business Personal Property only if:

(a) The collapse of Business Personal Property was caused by a cause of loss listed in **(2)(a)** through **(2)(h)** above;

(b) The Business Personal Property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in **(4)** above, regardless of whether that kind of property is considered to be Business Personal Property or real property.

The coverage stated in item **(5)** does not apply to Business Personal Property if marring and/or scratching is the only damage to that Business Personal Property caused by the collapse.

(6) This provision does not apply to and coverage is not afforded to Business Personal Property that has not abruptly fallen down or caved in, even if the Business Personal Property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

(7) This provision will not increase the Limits of Insurance provided in this Coverage Part.

4. ADDITIONAL COVERAGES

Additional Coverages may be attached to this Coverage Form by endorsement. These coverages and their limits, if applicable will be shown in the Declarations or the Schedule of the Additional Coverage Form. Unless otherwise stated, the Limits of Insurance available under these Additional Coverages are in addition to, and not part of, any other Limits of Insurance in this Coverage Form.

SECTION II – EXCLUSIONS AND LIMITATIONS

1. EXCLUSIONS

a. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

(1) ORDINANCE OR LAW

(a) The enforcement of or compliance with any ordinance or law:

(i) Regulating the construction, use, or repair of any property; or

(ii) Requiring the tearing down of any property, including the cost of removing its debris.

(b) Item **(1)** above applies whether the loss results from:

(i) An ordinance or law that is enforced even if the property has not been damaged; or

(ii) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling, or demolition of property or removal of its debris, following a physical loss to that property.

(2) EARTH MOVEMENT

(a) Earthquake, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event;

(b) Landslide, including any earth sinking, rising, or shifting related to such event;

(c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

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

But if Earth Movement, as described in **(a)** through **(d)** above, results in fire or explosion damage to Covered Property, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that fire or explosion (if fire or explosion would otherwise be covered under this Coverage Part).

(e) Volcanic eruption, explosion, or effusion. But if volcanic eruption, explosion, or effusion results in fire, building glass breakage (other than "specialty glass"), or Volcanic Action damage to Covered Property, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that fire, building glass breakage, or Volcanic Action (if fire, building glass breakage (other than "specialty glass") or Volcanic Action would otherwise be covered under this Coverage Part).

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

(i) Airborne volcanic blast or airborne shock waves;

(ii) Ash, dust, or particulate matter; or

(iii) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(e)(i)**, **(e)(ii)**, and **(e)(iii)** above, all volcanic eruptions that occur within any 168-hour period will constitute a single "occurrence".

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

This exclusion applies regardless of whether any of the above, in **(a)** through **(e)**, is caused by an act of nature or is otherwise caused by an artificial, man-made, or other cause.

(3) GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

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

(4) NUCLEAR HAZARD

Nuclear reaction, radiation, or radioactive contamination, however caused, whether intentional or unintentional. This includes but is not limited to the release, dispersal, or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, or nuclear radiation, or radioactive contamination, or radioactive force.

When a law in effect in the jurisdiction where the loss or damage occurs requires that we cover any resulting fire damage from nuclear hazard as described above, we will pay only for the resulting damage to Covered Property caused by that resulting fire, if the fire would be covered under this Coverage Part. We will pay only the "actual cash value" for the damaged property. Therefore, we will not pay for any indirect or related loss(es), such as Business Income, Extra Expense, legal liability, or leasehold interest loss(es).

(5) UTILITY SERVICES

The failure of power, communication, water, or other utility service supplied to a location shown in the Declarations, however caused, if the failure:

(a) Originates away from the location shown in the Declarations; or

(b) Originates at the location shown in the Declarations, but only if such failure involves equipment used to supply the utility service to the described location from a source away from the described location.

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

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

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

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

(6) WAR AND MILITARY ACTION

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel, or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(7) WATER

(a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of streams, or other natural or man-made bodies of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(b) Mudslide or mudflow;

(c) Water or sewage that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment;

(d) Water under the ground surface pressing on, or flowing, or seeping through:

(i) Foundations, walls, floors, or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows, or other openings; or

(e) Waterborne material carried or otherwise moved by any of the water referred to in **(a)**, **(c)**, or **(d)** above, or material carried or otherwise moved by mudslide or mudflow.

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

But if any of the above, in **(a)** through **(e)**, results in fire, explosion, or sprinkler leakage damage, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that fire, explosion, or sprinkler leakage (if fire, explosion, or sprinkler leakage would otherwise be covered under this Coverage Part).

(8) CERTAIN ELECTRONIC DATA PROCESSING RELATED LOSSES

This insurance does not apply to loss or damage caused by any of the following:

(a) Interruption in normal "electronic data processing equipment" function on network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;

(b) Unexplained or indeterminable failure, malfunction, or slowdown of "electronic data processing equipment" or "electronic data and media data", including the inability to access or properly manipulate "electronic data and media data";

(c) The inability of "electronic data processing equipment" to correctly recognize, process, distinguish, interpret, or accept one or more dates or times.

(d) Errors, omissions, or deficiency in design in:

(i) Programming, processing, or storing "electronic data and media data"; or

(ii) Installation, testing, maintenance, modification, or repair of your:

i. "Electronic data processing equipment";

ii. "Electronic data or media data";

iii. Network to which your "electronic data processing equipment" or "electronic data or media data" is connected to or depends on.

(e) Loss or damage caused by or resulting from manipulation of “electronic data and media data” by employees (including temporary or leased employees), or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair, or replace that system.

(f) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement, or supervision provided, or done by you, or for you to determine, rectify, or test for any potential or actual problems described in **(a)** through **(e)** above.

However, if excluded loss or damage, as described in **(a)** through **(f)** above, results in a "specified cause of loss", we will pay only for the direct physical loss of or direct physical damage to Covered Property caused by such "specified cause of loss".

We will not pay to correct any deficiencies or change any features due to loss or damage described in **(a)** through **(f)** above.

Mere loss of use or loss of functionality of any property is not considered direct physical loss or direct physical damage.

(9) FUNGI, WET ROT, OR DRY ROT

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

But if "fungi", wet rot, or dry rot results in a "specified cause of loss" to Covered Property, we will pay for the direct physical loss of or direct physical damage to the Covered Property caused by that "specified cause of loss".

This exclusion does not apply when "fungi", wet rot, or dry rot results from fire or lightning (if fire or lightning would otherwise be covered under this Coverage Part).

(10) VIRUS OR BACTERIA

Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot, or dry rot. Such loss or damage is addressed in a separate exclusion or limitation under this Coverage Part.

With respect to any loss or damage subject to this exclusion, such exclusion supersedes any exclusion relating to "pollutants".

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

b. We will not pay for loss or damage caused by or resulting from any of the following:

(1) ELECTRICAL APPARATUS

(a) Artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any:

(i) Electrical or electronic wire, device, appliance, system, or network; or

(ii) Device, appliance, system, or network utilizing cellular or satellite technology.

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

(i) Electrical current, including arcing;

(ii) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(iii) Pulse of electromagnetic energy; or

(iv) Electromagnetic waves or microwaves.

But if fire results, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by fire (if fire would otherwise be covered under this Coverage Part).

This exclusion does not apply to direct physical loss or direct physical damage to "electronic data processing equipment".

(2) CONSEQUENTIAL LOSSES

Delay, loss of use, or loss of market.

(3) SMOKE, VAPOR, GAS

Smoke, vapor, or gas from agricultural smudging or industrial operations.

(4) STEAM APPARATUS

Explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that fire or combustion explosion. We will also pay for direct physical loss of or direct physical damage to Covered Property 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.

(5) FROZEN PLUMBING

Water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing.

This provision does not apply if you have used reasonable care to:

(a) Maintain heat in the building or structure; or

(b) Shut off the water supply and drain all systems and appliances of water if the heat is not maintained.

(6) DISHONESTY

Dishonest, intentional, or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party. In the event of such loss involving dishonest, intentional, or criminal acts, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

This exclusion:

(a) Applies whether or not an act occurs during your normal hours of operation;

(b) Does not apply to acts of destruction by your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

(7) FALSE PRETENSE

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.

(8) EXPOSED PROPERTY

Rain, snow, ice, or sleet to personal property in the open.

(9) PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

Deliberate or intentional dispersal or application of any pathogenic or poisonous biological or chemical materials.

But if direct physical loss of or direct physical damage to Covered Property by fire results, we will pay for the resulting direct physical loss of or direct physical damage to Covered Property caused by that fire (if fire would otherwise be covered under this Coverage Part).

(10) POLLUTION

Discharge, dispersal, seepage, migration, release or escape, absorption, contact with, exposure to, existence of, or presence of "pollutants" unless such loss or damage is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape, absorption, contact with, exposure to, existence of, or presence of "pollutants" results in damage to Covered Property caused by a "specified cause of loss", we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that "specified cause of loss". This exclusion does not apply to damage to glass caused by chemicals applied to the glass.

(11) NEGLECT

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

(12) OTHER TYPES OF LOSS

(a) Wear and tear;

(b) Rust or other corrosion, decay, deterioration, pressure from or presence of plant or tree roots, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(c) Smog;

(d) Settling, cracking, shrinking, or expansion;

(e) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;

(f) Mechanical breakdown, including rupture or bursting caused by centrifugal force. This exclusion does not apply to direct physical loss of or direct physical damage to:

(i) Covered Property from an elevator collision as a result of a mechanical breakdown; or

(ii) "Electronic Data Processing Equipment"

(g) The following causes of loss to personal property:

(i) Dampness or dryness of atmosphere;

(ii) Changes in or extremes of temperature;

(iii) Marring or scratching;

(iv) Changes in flavor, color, texture, or finish; or

(v) Evaporation or leakage

But if an excluded cause of loss that is listed in **(a)** through **(g)** above results in a "specified cause of loss" or building glass breakage (other than "specialty glass"), we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that "specified cause of loss" or building glass breakage (if such "specified cause of loss" or building glass breakage is otherwise covered under this Coverage Part).

(13) CONTINUOUS OR REPEATED SEEPAGE OR LEAKAGE OF WATER

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

c. We will not pay for loss or damage caused by or resulting from any of the following **(1)** through **(3)** below. But if an excluded cause of loss that is listed in **(1)** through **(3)** below results in a Covered Cause of Loss, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that Covered Cause of Loss.

(1) WEATHER CONDITIONS

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

(2) ACTS OR DECISIONS

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

(3) NEGLIGENT WORK

Faulty, inadequate, or defective:

(a) Planning, zoning, development, surveying, siting;

(b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(c) Materials used in repair, construction, renovation, or remodeling; or

(d) Maintenance;

of part or all of any property on or off the premises of a location shown in the Declarations.

d. ADDITIONAL EXCLUSION(S)

The following applies only to the property specified in this Additional Exclusion(s):

LOSS OR DAMAGE TO PRODUCTS

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

2. LIMITATIONS

a. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section:

(1) Steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for the direct physical loss of or direct physical 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 (if such losses would otherwise be covered under this Coverage Part).

(2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

(3) Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft. However, this limitation does not apply to building materials and supplies held for sale by you.

(4) 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.

(5) Property that has been transferred to a person or to a place outside the premises of a location shown in the Declarations on the basis of unauthorized instructions.

(6) 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:

(a) The building or structure first sustains direct physical loss or direct physical damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand, or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

(7) Lawns, trees, shrubs, or plants which are part of a vegetated roof, caused by or resulting from:

(a) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(b) Changes in or extremes of temperature;

(c) Disease;

(d) Frost or hail; or

(e) Rain, snow, sand, dust, ice, sleet, smoke, soot, or ash.

b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

(1) Animals, and then only if they are killed or their destruction is made necessary.

(2) Articles such as glassware, statuary, marble, chinaware, and porcelain, if broken. This restriction does not apply to:

(a) Building glass, meaning glass that is part of a building or structure. Building glass does not include "specialty glass";

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. For direct physical loss of or direct physical damage to Covered Property caused by theft, special limits apply to certain articles of property. The articles of property listed below are covered only up to the Theft Special Limit shown in the Declarations. The Theft Special Limit is the total limit we will pay for all the property listed below for any one "occurrence" of theft, regardless of the types or number of articles that are lost or damaged in that "occurrence". The Theft Special Limit is part of, not in addition to, the Limit of Insurance to the applicable Covered Property. This limitation does not apply to jewelry and watches worth $100 or less per item. The Theft Special Limit is the most we will pay for:

(1) Furs, fur garments, and garments trimmed with fur.

(2) Jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones,

(3) Bullion, gold, silver, platinum, and other precious alloys or metals.

(4) Patterns, dies, molds, and forms.

(5) Stamps, letters of credit, and tickets that do not include lottery tickets.

d. For direct physical loss of or direct physical damage to lottery tickets, including those held for sale, the Theft Special Limits – Lottery Tickets limit shown in the Declarations is the total limit we will pay for the direct physical loss of or direct physical damage to lottery tickets in one "occurrence" of theft, regardless of the types or number that are lost or damaged in that "occurrence". This special limit is part of, not in addition to, the Limit of Insurance to the applicable Covered Property.

SECTION III – LIMITS OF INSURANCE

1. Unless otherwise stated, the most we will pay for loss or damage in any one "occurrence" is the applicable Limits of Insurance shown in the Declarations.

Payments under **1.c. Preservation of Covered Property** of **Section I – Coverages** will not increase the applicable Limit of Insurance.

2. INFLATION GUARD

a. In accordance with **b.** below, the Limit of Insurance for property to which this Inflation Guard provision applies will automatically increase by the amount shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the property limit by:

The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); and

(2) Multiply the number calculated in accordance with **b.(1)** above by:

(a) The number of days starting on the most recent policy inception date, or the effective date of the most recent policy change amending the property limit, whichever is later, and ending at the date of loss; and

(b) Divided by 365.

EXAMPLE

If the applicable property limit is $100,000. The annual percentage increase is 8%. The number of days starting on the most recent policy inception date,(or last policy change) and ending at the date of loss, is 146.

The amount of increase is:

$100,000 X .08 X 146 ÷ 365 = $3,200.

SECTION IV – DEDUCTIBLES

Unless otherwise stated:

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of covered loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

When one "occurrence" at a single location involves loss or damage to more than one item of Covered Property or one or more Additional Coverages apply, and such property or Additional Coverages are subject to separate Limits of Insurance, only the highest applicable Deductible will be applied. However, when an "occurrence" involves loss or damage covered solely by one or more Additional Coverages, we will pay the amount of the loss in excess of the highest applicable Deductible for that Additional Coverage or coverages.

If one "occurrence" results in loss or damage at more than one location, the Deductible will apply separately to loss or damage at each location that has sustained loss or damage.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

1. ABANDONMENT

There can be no abandonment of any Covered Property to us unless we specifically agree in writing.

2. APPRAISAL

a. If we and you disagree on the amount of loss or the value of the Covered Property, including the amount of "actual cash value" or replacement cost, either party, may make a written demand for an appraisal of the loss or the value of the Covered Property. In this event, each party will select a competent, impartial, and disinterested appraiser.

b. The two appraisers will select a competent, impartial, and disinterested umpire.

c. If the appraisers selected cannot agree on an umpire, either appraiser may request that the umpire be selected by a judge of a court having jurisdiction. The appraisers shall then appraise the loss stating separately, the amount of loss or the value of the Covered Property including the itemized estimate of the "actual cash value" and replacement cost of each item and the duration of repairs. If the appraisers fail to agree, they will submit their differences to the selected umpire.

d. A decision agreed to by the umpire and either of the appraisers will be binding.

e. Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

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

g. In no event will an appraisal be used for the purpose of interpreting any Coverage Part provision, determining causation, or determining whether any item or loss is covered under this Coverage Part.

h. If non-covered damaged property is included in the appraisal award, we retain the right to deny the uncovered portion of 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 us or one of our authorized representatives and any applicable regulatory authority as to what occurred and include the names and addresses of available witnesses where applicable.

(2) Notify the police if a law may have been broken.

(3) Give us prompt notice of the loss or damage. Include a description of the property involved.

(4) As soon as possible, give us a description of how, when, and where the loss or damage occurred.

(5) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase any Limits of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.

(7) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.

(8) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(9) Cooperate with us in the investigation or settlement of the claim.

(10) Resume all or part of your operations as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. LEGAL ACTION AGAINST US

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

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date on which the direct physical loss or direct physical damage occurred.

5. LOSS PAYMENT AND VALUATION

In the event of loss or damage covered by this Coverage Part:

a. At our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **d.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild, or replace the property with other property of like kind and quality, subject to **d.** below.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. Except as provided in **(2)** through **(5)** below or otherwise superseded in this Coverage Part, we will determine the value of Covered Property at replacement cost without deduction for depreciation, subject to the following:

(1) For loss or damage on a replacement cost basis, we will not pay more than the least of the following amounts:

(a) The Limit of Insurance applicable to the lost or damaged Covered Property;

(b) The cost to replace, on the same premises, the lost or damaged property with other property:

(i) Of comparable material and quality; and

(ii) Used for the same purpose; or

(c) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **(b)** above is limited to the cost which would have been incurred had the building been built at the original premises.

(d) You may make a claim for loss or damage covered by this insurance on an "actual cash value" basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an "actual cash value" basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(e) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged Building property is $2,500 or less, we will settle the loss according to the provisions of **(a)** and **(b)** above whether or not the actual repair or replacement is complete. If coinsurance is a condition of this Coverage Part, the coinsurance condition must be satisfied for this condition to apply.

(f) The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

(2) If any "actual cash value" (also shown as ACV) option applies, as shown in the Declarations, **(1)** above does not apply to Covered Property. Instead, we will determine the value of Covered Property at "actual cash value".

(3) We will value of the following property at "actual cash value":

(a) Used or secondhand merchandise held in storage or for sale;

(b) Personal Property of others. However:

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

(ii) Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) Manuscripts; and

(e) Contents of a residence, other than your personal property in apartments, rooms, or common areas furnished by you as landlord. For the purpose of this provision, tenants improvements and betterments are not considered contents of a residence.

(f) "Stock", unless otherwise shown in the Declarations. But, for "stock" you have sold but not delivered, the valuation will be at the selling price less discounts and expenses you otherwise would have had.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) Tenants' improvements and betterments at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this Coverage Part, and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

g. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable Coverage Part provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of item **5. Loss Payment And Valuation** does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer of Rights of Recovery Against Others to Us Condition in this Coverage Part.

6. OTHER INSURANCE

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

7. RECOVERED PROPERTY

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property.

a. We will pay:

(1) Recovery expenses; and

(2) Expenses to repair the recovered property.

b. But the amount we pay will not exceed the least of the following:

(1) The total of **a.(1)** and **a.(2)** above;

(2) The value of the recovered property; or

(3) The applicable Limit of Insurance.

8. VACANCY

a. DESCRIPTION OF TERMS

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in item **(a)** and **(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

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

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

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

b. VACANCY PROVISIONS

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

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have used reasonable care to:

(i) Maintain heat in the building or structure; or

(ii) Shut off the water supply and drain all the systems and appliances of water if the heat is not maintained.

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **(1)(a)** through **(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

PROPERTY GENERAL CONDITIONS

1. CONTROL OF PROPERTY

a. Except as outlined under **1.b.(6) Dishonesty** of **Section II – Exclusions and Limitations** or any concealment, misrepresentation, fraud, or similar provision applicable to this Coverage Part, any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

b. 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.

2. NO BENEFIT TO BAILEE

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

3. POLICY PERIOD, COVERAGE TERRITORY

Under this policy:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

4. PROPERTY VALUE UPS

If we renew your policy, we may adjust property limits for certain coverages (that include but are not limited to building, business personal property, and business income) to reflect inflationary and market trends at renewal. These amended limits are used to calculate your premium for future renewals. This may impact the premium we charge for your future renewal and other associated charges.

SECTION VI – DEFINITIONS

1. "Actual cash value" (also shown as ACV) means the amount it would cost to repair or replace, on the date of loss, with material of like kind and quality, with reasonable deduction for physical depreciation and obsolescence, but in no event more than the fair market value. Unless otherwise provided by this Coverage Part, we may deduct expense depreciation subject to state, local, or other jurisdictional law. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, labor and services necessary to replace, repair, or rebuild damaged property. If expense depreciation is applied to loss for damaged property, we shall provide a written explanation as to how the expense depreciation was calculated.

2. "Construction or renovation" means alterations to an existing building or structure with evidence of continuous, substantial construction, or major renovation activity.

However, "construction or renovation" does not include:

a. Routine maintenance or repair; or

b. Updates to the existing building that are cosmetic in nature, including but not limited to: interior/exterior paint, new furniture, window ware, rugs, and plumbing/electrical fixtures.

3. "Digital art or media" means any unique digital identifier secured on a cryptographically secured distributed ledger, which may be used to certify ownership or authenticity of any digital, computerized, or otherwise tangible objects. This includes "digital art or media" which may be known as non-fungible tokens (NFTs) or by any other names known. "Digital art or media" does not mean "electronic data and media data".

4. "Electronic data and media data" means:

a. Data stored on, created or used on, or transmitted to or from software (including systems and applications software), on any electronic media or other storage media including, but not limited to hard or floppy disks, CD-ROMs, flash memory, tapes, drives, cells, data processing devices, or any other repositories used with electronically controlled equipment;

b. The electronic media on which the data is stored; and

c. Programming records and instructions used with "electronic data processing equipment".

d. "Electronic data and media data" does not mean:

(1) Prepackaged software;

(2) Property that you manufacture, hold for sale, distribute, or repair;

(3) Electronic data that is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system; or

(4) "Virtual currency", or "digital art or media", or accounts receivable.

5. "Electronic data processing equipment" means:

a. Electronic equipment that processes data and is used in your business operations including, but not limited to computers, servers, facsimile machines, word processors, multi-functional telephone equipment, laptops and other portable digital devices, digital assistants; and

b. Any component parts or peripherals of such equipment, including related surge protection devices.

c. "Electronic data processing equipment" does not include:

(1) Property that you manufacture, hold for sale, distribute, or repair; or

(2) Equipment used to operate production-type machinery or equipment.

6. "Fine arts" means paintings, etchings, pictures, tapestries, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, bric-a-brac, sports memorabilia, and any other similar property of rarity, historic value, or artistic merit. "Fine arts" does not include "specialty glass" or "digital art or media".

7. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by "fungi".

8. "Manager" means a person serving in a directorial capacity for a limited liability company.

9. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

10. "Money" means:

    a. Currency, coins, and bank notes in current use and having a face value;

    b. Traveler's checks, register checks, and money orders held for sale to the public;

    "Money" does not include "securities", "virtual currency", or "virtual currency related equipment".

11. "Occurrence" means one event or a series of related events that contribute concurrently to or contribute in any sequence to direct physical loss of or direct physical damage to Covered Property.

12. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

13. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

    a. Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

    b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

    but does not include "money", "virtual currency", or "virtual currency related equipment", or lottery tickets held for sale.

14. "Specialty glass" means rare building glass, ballistic glass, art or stained glass windows, or any building glass serving a functional or protective purpose beyond that of traditional door or window glass.

15. "Specified causes of loss" means the following:

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

    a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

        (1) The cost of filling sinkholes; or

        (2) Sinking or collapse of land into man-made underground cavities.

    b. Falling objects does not include loss of or damage to:

        (1) Personal property in the open; or

        (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

    c. Water damage means:

        (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

        (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the premises of a location shown in the Declarations and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2**) above this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the ground surface.

16. "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.

17. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment designed for and used with the "unmanned aircraft".

18. "Valuable papers and records" means inscribed, printed or written:

a. Documents;

b. Manuscripts; and

c. Records;

including abstracts, books, deeds, drawings, films, maps, or mortgages.

But "valuable papers and records" does not mean "money" or "securities", "electronic data and media data" or the materials on which the "electronic data and media data" is recorded, "digital art", "virtual currency", or "virtual currency related equipment".

19. "Virtual currency" means any digital assets or representations of monetary value that exists purely in electronic or digital form, whether actual or fictitious, including crypto currencies secured on a cryptographically secured distributed ledger, which are designed to hold value, pay for goods or services, are held for investment, or are otherwise used in any financial manner. This includes any software or media used exclusively for the purpose of storing, purchasing, selling, transferring, or otherwise handling such "virtual currency".

"Virtual currency" does not include "money", "securities" or any other fiat currencies, or "electronic data and media data".

20. "Virtual currency related equipment" means any device, equipment, software, or media used exclusively in connection with "virtual currency", including but not limited to:

a. Mining, staking, or similar equipment that creates, processes, or verifies virtual currencies whether such equipment is offline or connected to the internet or a central computer system.

b. Wallets or other devices or software used to store, exchange, and access "virtual currency" or "digital art or media" which include but are not limited to offline hardware devices or software that is connected to the internet or a central computer system.

c. Any other software or media used exclusively for the purpose of storing, purchasing, selling, converting, transferring, or otherwise handling such "virtual currency" or "digital art or media".

"Virtual currency related equipment" does not include "electronic data processing equipment".

BUSINESS INCOME AND EXTRA EXPENSE 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 V – Definitions**.

SECTION I – COVERAGES

1. We will pay for:

a. The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and

b. The necessary Extra Expense you incur during the "period of restoration";

caused by direct physical loss of or direct physical damage to property at the location shown in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to direct physical loss of or direct physical damage to personal property in the open, personal property in a vehicle, or personal property in a portable storage unit, the described premises include the area within 1,000 feet of the location shown in the Declarations.

2. With respect to the requirements set forth above, if you rent, lease, or occupy only part of the site at which the described premises are located, the described premises means:

a. The portion of the building or structure shown in the Declarations which you rent, lease, or occupy;

b. The area within 1,000 feet of the building or structure shown in the Declarations or within 1,000 feet of the location shown in the Declarations, whichever distance is greater (with respect to direct physical loss of or direct physical damage to personal property in the open, personal property in a vehicle, or personal property in a portable storage unit); and

c. Any area within the building or on the site at which the described premises are located, but only if that area services, or is used to gain access to, the portion of the described premises which you rent, lease, or occupy.

3. BUSINESS INCOME

a. Business Income means the sum of:

(1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss of or direct physical damage had occurred, but not including any Net Income that would likely have been earned or incurred as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(2) Continuing normal operating expenses incurred, including ordinary payroll expenses. Ordinary payroll expenses are subject to a 90-day limitation unless another limitation is shown in the Declarations.

b. Ordinary Payroll expenses include:

(1) Payroll (Payroll does not include Officers, Executives, Department "Managers", and Employees Under Contract);

(2) Employee benefits, if directly related to payroll;

(3) FICA payments you pay;

(4) Union dues you pay; and

(5) Workers' compensation premiums.

For manufacturing risks, Net Income includes the net sales value of production.

4. EXTRA EXPENSE

a. Extra Expense Coverage is provided at the location shown in the Declarations only if the Declarations show that Business Income Coverage applies at that location.

b. Extra Expense means reasonable and necessary expenses you incur to:

(1) Avoid or minimize the "suspension" of business and to continue "operations" at:

(a) The location shown in the Declarations; or

(b) Replacement locations or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location, other than those costs necessary to repair or to replace damaged "stock" and equipment.

(2) Minimize the "suspension" of business if you cannot continue "operations".

(3) Repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under **3. Business Income**.

5. COVERED CAUSES OF LOSS

a. Covered Causes of Loss means direct physical loss of or direct physical damage to property unless the loss is:

(1) Excluded or limited under this Coverage Form; or

(2) Excluded or limited by any other provisions of this policy.

b. COLLAPSE

Unless excluded or limited under this Coverage Form or any other provisions of this policy, the following applies to the peril of collapse:

The coverage provided under this provision applies only to an actual and abrupt collapse as described and limited in **(1)** through **(7)** below.

(1) For the purpose of this provision, abrupt collapse means the actual and abrupt falling down or caving in of a building or any part of a building with the result that the building or any part of the building cannot be occupied for its intended purpose.

(2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the actual and abrupt collapse of a building or any part of a building, if such collapse is caused by one or more of the following:

(a) The "specified causes of loss";

(b) Breakage of building glass;

(c) Weight of rain that collects on a roof;

(d) Weight of people or personal property;

(e) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(f) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(g) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation; or

(h) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs after the construction, remodeling, or renovation is complete, but only if the collapse is caused in whole or in part by a cause of loss listed in **(a)** through **(f)** above.

(3) Collapse does not include and we will not pay for loss or damage caused by, resulting from, or consisting of the following:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) Any part of a building that is standing, even if it has separated from another part of the building;

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

But if a non-covered collapse results in a Covered Cause of Loss at a location shown in the Declarations, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that Covered Cause of Loss.

(4) With respect to the following property:

(a) Outdoor antennas (including dish-shaped antennas) and their lead-in wiring, masts, or towers;

(b) Awnings;

(c) Gutters and downspouts;

(d) Yard fixtures;

(e) Outdoor swimming pools;

(f) Piers, wharves, and docks;

(g) Beach or diving platforms or appurtenances;

(h) Retaining walls; and

(i) Walks, roadways, and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **(2)(a)** through **(2)(h)** above, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur from the above property only if such loss or damage is a direct result of the abrupt collapse.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of actual and abrupt collapse of a building, we will pay the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a cause of loss listed in **(2)(a)** through **(2)(h)** above;

(b) The personal property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in **(4)** above, regardless of whether that kind of property is considered to be personal property or real property.

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

(6) This provision does not apply to and coverage is not afforded to personal property, other than building, that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

(7) This provision will not increase the Limits of Insurance provided in this Coverage Part.

6. ADDITIONAL COVERAGES

Additional Coverages may be attached to this Coverage Form by endorsement. These coverages and their limits, if applicable will be shown in the Declarations or the Schedule of the Additional Coverage Form. Unless otherwise stated, the Limits of Insurance available under these Additional Coverages are in addition to, and not part of, any other Limits of Insurance in this Coverage Form.

SECTION II – EXCLUSIONS AND LIMITATIONS

1. EXCLUSIONS

a. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

(1) ORDINANCE OR LAW

(a) The enforcement of or compliance with any ordinance or law:

(i) Regulating the construction, use, or repair of any property; or

(ii) Requiring the tearing down of any property, including the cost of removing its debris.

(b) Item **(1)** above applies whether the loss results from:

(i) An ordinance or law that is enforced even if the property has not been damaged; or

(ii) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling, or demolition of property or removal of its debris, following a physical loss to that property.

(2) EARTH MOVEMENT

(a) Earthquake, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event;

(b) Landslide, including any earth sinking, rising, or shifting related to such event;

(c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

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

But if Earth Movement, as described in **(a)** through **(d)** above, results in fire or explosion damage to property, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire or explosion (if fire or explosion would otherwise be covered under this Coverage Part).

(e) Volcanic eruption, explosion, or effusion. But if volcanic eruption, explosion, or effusion results in fire, building glass breakage (other than "specialty glass"), or Volcanic Action damage to property, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire, building glass breakage, or Volcanic Action (if fire, building glass breakage (other than "specialty glass"), or Volcanic Action would otherwise be covered under this Coverage Part).

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

(i) Airborne volcanic blast or airborne shock waves;

(ii) Ash, dust, or particulate matter; or

(iii) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(e)(i)**, **(e)(ii)**, and **(e)(iii)** above, all volcanic eruptions that occur within any 168-hour period will constitute a single "occurrence".

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

This exclusion applies regardless of whether any of the above, in **(a)** through **(e)**, is caused by an act of nature or is otherwise caused by an artificial, man-made, or other cause.

(3) GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

(4) NUCLEAR HAZARD

Nuclear reaction, radiation, or radioactive contamination, however caused, whether intentional or unintentional. This includes but is not limited to the release, dispersal, or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, or nuclear radiation, or radioactive contamination, or radioactive force.

When a law in effect in the jurisdiction where the loss or damage occurs requires that we cover any resulting fire damage from nuclear hazard as described above, we will pay only for the resulting damage to property caused by that resulting fire, if the fire would be covered under this Coverage Part. Therefore, we will not pay for any indirect or related loss(es), such as Business Income, Extra Expense, legal liability, or leasehold interest loss(es).

(5) UTILITY SERVICES

The failure of power, communication, water, or other utility service supplied to a location shown in the Declarations, however caused, if the failure:

(a) Originates away from the location shown in the Declarations; or

(b) Originates at the location shown in the Declarations, but only if such failure involves equipment used to supply the utility service to the described location from a source away from the described location.

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

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

But if the failure, or surge of power, or the failure of communication, water, or other utility service, results in a Covered Cause of Loss, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that Covered Cause of Loss.

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

(6) WAR AND MILITARY ACTION

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel, or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(7) WATER

(a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of streams, or other natural or man-made bodies of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(b) Mudslide or mudflow;

(c) Water or sewage that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment;

(d) Water under the ground surface pressing on, or flowing, or seeping through:

(i) Foundations, walls, floors, or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows, or other openings; or

(e) Waterborne material carried or otherwise moved by any of the water referred to in **(a)**, **(c)**, or **(d)** above, or material carried or otherwise moved by mudslide or mudflow.

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

But if any of the above, in **(a)** through **(e)**, results in fire, explosion, or sprinkler leakage damage, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire, explosion, or sprinkler leakage (if fire, explosion, or sprinkler leakage would otherwise be covered under this Coverage Part).

(8) CERTAIN ELECTRONIC DATA PROCESSING RELATED LOSSES

This insurance does not apply to loss or damage caused by any of the following:

(a) Interruption in normal "electronic data processing equipment" function on network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;

(b) Unexplained or indeterminable failure, malfunction, or slowdown of "electronic data processing equipment" or "electronic data and media data", including the inability to access or properly manipulate "electronic data and media data";

(c) The inability of "electronic data processing equipment" to correctly recognize, process, distinguish, interpret, or accept one or more dates or times.

(d) Errors, omissions, or deficiency in design in:

(i) Programming, processing, or storing "electronic data and media data"; or

(ii) Installation, testing, maintenance, modification, or repair of your:

i. "Electronic data processing equipment";

ii. "Electronic data or media data";

iii. Network to which your "electronic data processing equipment" or "electronic data or media data" is connected to or depends on.

(e) Loss or damage caused by or resulting from manipulation of "electronic data and media data" by employees (including temporary or leased employees), or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair, or replace that system.

(f) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement, or supervision provided, or done by you, or for you to determine, rectify, or test for any potential or actual problems described in **(a)** through **(e)** above.

However, if excluded loss or damage, as described in **(a)** through **(f)** above, results in a "specified cause of loss", we will pay only for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by such "specified cause of loss".

We will not pay to correct any deficiencies or change any features due to loss or damage described in **(a)** through **(f)** above.

Mere loss of use or loss of functionality of any property is not considered direct physical loss or direct physical damage.

(9) FUNGI, WET ROT, OR DRY ROT

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

But if "fungi", wet rot, or dry rot results in a "specified cause of loss" to property, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that "specified cause of loss".

This exclusion does not apply when "fungi", wet rot, or dry rot results from fire or lightning (if fire or lightning would otherwise be covered under this Coverage Part).

(10) VIRUS OR BACTERIA

Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot, or dry rot. Such loss or damage is addressed in a separate exclusion or limitation under this Coverage Part.

With respect to any loss or damage subject to this exclusion, such exclusion supersedes any exclusion relating to "pollutants".

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

b. We will not pay for loss or damage caused by or resulting from any of the following:

(1) ELECTRICAL APPARATUS

(a) Artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any:

(i) Electrical or electronic wire, device, appliance, system, or network; or

(ii) Device, appliance, system, or network utilizing cellular or satellite technology.

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

(i) Electrical current, including arcing;

(ii) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(iii) Pulse of electromagnetic energy; or

(iv) Electromagnetic waves or microwaves.

But if fire results, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by fire (if fire would otherwise be covered under this Coverage Part).

This exclusion does not apply to direct physical loss of or direct physical damage to "electronic data processing equipment".

(2) CONSEQUENTIAL LOSSES

Delay, loss of use, or loss of market.

(3) SMOKE, VAPOR, GAS

Smoke, vapor, or gas from agricultural smudging or industrial operations.

(4) STEAM APPARATUS

Explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire or combustion explosion. We will also pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur 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.

(5) FROZEN PLUMBING

Water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing.

This provision does not apply if you have used reasonable care to:

(a) Maintain heat in the building or structure; or

(b) Shut off the water supply and drain all systems and appliances of water if the heat is not maintained.

(6) DISHONESTY

Dishonest, intentional, or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party. In the event of such loss involving dishonest, intentional, or criminal acts, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

This exclusion:

(a) Applies whether or not an act occurs during your normal hours of operation;

(b) Does not apply to acts of destruction by your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

(7) FALSE PRETENSE

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.

(8) EXPOSED PROPERTY

Rain, snow, ice, or sleet to personal property in the open.

(9) PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

Deliberate or intentional dispersal or application of any pathogenic or poisonous biological or chemical materials.

But if direct physical loss of or direct physical damage to property by fire results, we will pay for the resulting actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire (if fire would otherwise be covered under this Coverage Part).

(10) POLLUTION

Discharge, dispersal, seepage, migration, release or escape, absorption, contact with, exposure to, existence of, or presence of "pollutants" unless such loss or damage is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape, absorption, contact with, exposure to, existence of, or presence of "pollutants" results in damage to property caused by a "specified cause of loss", we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that "specified cause of loss". This exclusion does not apply to damage to glass caused by chemicals applied to the glass.

(11) NEGLECT

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

(12) OTHER TYPES OF LOSS

(a) Wear and tear;

(b) Rust or other corrosion, decay, deterioration, pressure from or presence of plant or tree roots, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(c) Smog;

(d) Settling, cracking, shrinking, or expansion;

(e) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;

(f) Mechanical breakdown, including rupture or bursting caused by centrifugal force. This exclusion does not apply to direct physical loss of or direct physical damage to:

(i) Property from an elevator collision as a result of a mechanical breakdown; or

(ii) "Electronic data processing equipment".

(g) The following causes of loss to personal property:

(i) Dampness or dryness of atmosphere;

(ii) Changes in or extremes of temperature;

(iii) Marring or scratching;

(iv) Changes in flavor, color, texture, or finish; or

(v) Evaporation or leakage.

But if an excluded cause of loss that is listed in **(a)** through **(g)** above results in a "specified cause of loss" or building glass breakage (other than "specialty glass"), we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that "specified cause of loss" or building glass breakage (if such "specified cause of loss" or building glass breakage is otherwise covered under this Coverage Part).

(13) CONTINUOUS OR REPEATED SEEPAGE OR LEAKAGE OF WATER

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

(14) FINISHED STOCK

(a) Damage or destruction of "finished stock"; or

(b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(15) BUSINESS INCOME AND EXTRA EXPENSE EXCLUSIONS

(a) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

(i) 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

(ii) "Suspension", lapse, or cancellation of any license, lease, or contract. But if the "suspension", lapse, or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

(b) Any other consequential loss including fines and penalties.

c. We will not pay for loss or damage caused by or resulting from **(1)** through **(3)** below. But if an excluded cause of loss that is listed in **(1)** through **(3)** below results in a Covered Cause of Loss, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that Covered Cause of Loss.

(1) WEATHER CONDITIONS

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

(2) ACTS OR DECISIONS

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

(3) NEGLIGENT WORK

Faulty, inadequate, or defective:

(a) Planning, zoning, development, surveying, siting;

(b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(c) Materials used in repair, construction, renovation, or remodeling; or

(d) Maintenance;

of part or all of any property on or off the premises of a location shown in the Declarations.

d. ADDITIONAL EXCLUSION(S)

The following applies only to the property specified in this Additional Exclusion(s):

LOSS OR DAMAGE TO PRODUCTS

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

2. LIMITATIONS

a. We will not pay for any loss that is a consequence of loss or damage to property as described and limited in this section:

(1) Steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur 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 (if such losses would otherwise be covered under this Coverage Part).

(2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

(3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

(4) Property that has been transferred to a person or to a place outside the premises of a location shown in the Declarations on the basis of unauthorized instructions.

(5) 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:

(a) The building or structure first sustains direct physical loss or direct physical damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand, or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

(6) Lawns, trees, shrubs, or plants which are part of a vegetated roof, caused by or resulting from:

(a) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(b) Changes in or extremes of temperature;

(c) Disease;

(d) Frost or hail; or

(e) Rain, snow, sand, dust, ice, sleet, smoke, soot, or ash.

b. We will not pay for any loss that is a consequence of loss or damage to property below, unless caused by the "specified causes of loss" or building glass breakage:

(1) Animals, and then only if they are killed or their destruction is made necessary.

(2) Articles such as glassware, statuary, marble, chinaware, and porcelain, if broken. This restriction does not apply to:

(a) Building glass, meaning glass that is part of a building or structure. Building glass does not include "specialty glass";

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. ADDITIONAL LIMITATION(S)

BUSINESS INCOME – ELECTRONIC DATA

Coverage for Business Income and Extra Expense does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data and media data" due to direct physical loss of or direct physical damage to property, or any loss or damage to "electronic data and media data".

SECTION III – LIMITS OF INSURANCE

Unless otherwise stated, the most we will pay for loss in any one "occurrence" is the:

a. Applicable Limit of Insurance shown in the Declarations; or

b. Actual loss sustained for the number of consecutive months shown in the Declarations.

SECTION IV – CONDITIONS

1. APPRAISAL

a. If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written demand for an appraisal of the loss. In this event, each party will select a competent, impartial, and disinterested appraiser.

b. The two appraisers will select a competent, impartial, and disinterested umpire.

c. If the appraisers selected cannot agree on an umpire, either appraiser may request that the umpire be selected by a judge of a court having jurisdiction. The appraisers shall then appraise the loss stating separately, the amount of Net Income and operating expense or amount of loss. If the appraisers fail to agree, they will submit their differences to the selected umpire.

d. A decision agreed to by the umpire and either of the appraisers will be binding.

e. Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

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

g. In no event will an appraisal be used for the purpose of interpreting any Coverage Part provision, determining causation, or determining whether any loss is covered under this Coverage Part.

2. DUTIES IN THE EVENT OF LOSS

a. You must see that the following are done in the event of loss:

(1) Notify us or one of our authorized representatives and any applicable regulatory authority as to what occurred and include the names and addresses of available witnesses where applicable.

(2) Notify the police if a law may have been broken.

(3) Give us prompt notice of the loss or damage. Include a description of the property involved.

(4) As soon as possible, give us a description of how, when, and where the loss or damage occurred.

(5) Take all reasonable steps to protect the property from further damage, and keep a record of your expenses necessary to protect the property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(6) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.

(7) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.

(8) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(9) Cooperate with us in the investigation or settlement of the claim.

(10) Resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. LOSS DETERMINATION

a. The amount of Business Income loss will be determined based on:

(1) The Net Income of the business before the direct physical loss of or direct physical damage occurred;

(2) The likely Net Income of the business if no direct physical loss of or direct physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss of or direct physical damage; and

(4) Other relevant sources of information, including:

(a) Your financial records and accounting procedures;

(b) Bills, invoices, and other vouchers; and

(c) Deeds, liens, or contracts.

b. The amount of Extra Expense will be determined based on:

(1) All reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss of or direct physical damage had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as this insurance.

(2) All reasonable and necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. RESUMPTION OF OPERATIONS

We will reduce the amount of your:

(1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the described premises or elsewhere and by using any other available source of materials or outlet for your products.

(2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. LEGAL ACTION AGAINST US

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

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date on which the direct physical loss or direct physical damage occurred.

5. LOSS PAYMENT

We will pay for covered loss within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this Coverage Part, and:

a. We have reached agreement with you on the amount of loss; or

b. An appraisal award has been made.

6. OTHER INSURANCE

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

SECTION V – DEFINITIONS

1. "Digital art or media" means any unique digital identifier secured on a cryptographically secured distributed ledger, which may be used to certify ownership or authenticity of any digital, computerized, or otherwise tangible objects. This includes "digital art or media" which may be known as non-fungible tokens (NFTs) or by any other names known. "Digital art or media" does not mean "electronic data and media data".

2. "Electronic data and media data" means:

a. Data stored on, created or used on, or transmitted to or from software (including systems and applications software), on any electronic media or other storage media including, but not limited to hard or floppy disks, CD-ROMs, flash memory, tapes, drives, cells, data processing devices, or any other repositories used with electronically controlled equipment;

b. The electronic media on which the data is stored; and

c. Programming records and instructions used with "electronic data processing equipment".

d. "Electronic data and media data" does not mean:

(1) Prepackaged software;

(2) Property that you manufacture, hold for sale, distribute, or repair;

(3) Electronic data that is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system; or

(4) "Virtual currency", "digital art or media", or accounts receivable.

3. "Electronic data processing equipment" means:

a. Electronic equipment that processes data and is used in your business "operations" including, but not limited to computers, servers, facsimile machines, word processors, multi-functional telephone equipment, laptops and other portable digital devices, digital assistants; and

b. Any component parts or peripherals of such equipment, including related surge protection devices.

c. "Electronic data processing equipment" does not include:

(1) Property that you manufacture, hold for sale, distribute, or repair; or

(2) Equipment used to operate production-type machinery or equipment.

4. "Finished stock" means "stock" you have manufactured. "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

5. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by "fungi".

6. "Manager" means a person serving in a directorial capacity for a limited liability company.

7. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

8. "Money" means:

a. Currency, coins, and bank notes in current use and having a face value;

b. Traveler's checks, register checks, and money orders held for sale to the public.

"Money" does not include "securities", "virtual currency", or "virtual currency related equipment".

9. "Occurrence" means one event or a series of related events that contribute concurrently to or contribute in any sequence to direct physical loss of or direct physical damage to property.

10. "Operations" means your business activities occurring at the described premises and the tenantability of the described location(s).

11. "Period of restoration" means the period of time that:

a. Begins:

(1) Unless a different time period is shown in the Declarations, 72 hours after the time of direct physical loss of or direct physical damage for Business Income Coverage; or

(2) Immediately after the time of direct physical loss of or direct physical damage for Extra Expense Coverage;

caused by or resulting from a Covered Cause of Loss at the location shown in the Declarations; and

b. Ends on the earlier of:

(1) The date when the property at the location shown in the Declarations should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

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

c. Regulates the construction, use or repair, or requires the tearing down, of any property; or

d. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

12. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

13. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money", "virtual currency", or "virtual currency related equipment", or lottery tickets held for sale.

14. "Specialty glass" means rare building glass, ballistic glass, art or stained glass windows, or any building glass serving a functional or protective purpose beyond that of traditional door or window glass.

15. "Specified causes of loss" means the following:

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

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the premises of a location shown in the Declarations and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** above, such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the ground surface.

16. "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.

17. "Suspension" means:

a. The partial or complete cessation of your business activities; or

b. That a part or all of the location shown in the Declarations is rendered untenantable.

18. "Virtual currency" means any digital assets or representations of monetary value that exists purely in electronic or digital form, whether actual or fictitious, including crypto currencies secured on a cryptographically secured distributed ledger, which are designed to hold value, pay for goods or services, are held for investment, or are otherwise used in any financial manner. This includes any software or media used exclusively for the purpose of storing, purchasing, selling, transferring, or otherwise handling such "virtual currency".

"Virtual currency" does not include "money", "securities" or any other fiat currencies, or "electronic data and media data".

19. "Virtual currency related equipment" means any device, equipment, software, or media used exclusively in connection with "virtual currency", including but not limited to:

a. Mining, staking, or similar equipment that creates, processes, or verifies virtual currencies whether such equipment is offline or connected to the internet or a central computer system.

b. Wallets or other devices or software used to store, exchange, and access "virtual currency" or "digital art or media" which include but are not limited to offline hardware devices or software that is connected to the internet or a central computer system.

c. Any other software or media used exclusively for the purpose of storing, purchasing, selling, converting, transferring, or otherwise handling such "virtual currency" or "digital art or media".

"Virtual currency related equipment" does not include "electronic data processing equipment".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION IV – DEDUCTIBLES

The following is added, but only with respect to buildings where a Windstorm or Hail Percentage Deductible is shown in the Declarations and for losses caused by or resulting from Windstorm or Hail:

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

a. If loss or damage to Covered Property is caused directly or indirectly by a Windstorm or Hail event, the Windstorm or Hail Percentage Deductible replaces and supersedes any and all deductibles provided in **Section IV – Deductibles** or any other endorsement attached to this policy. .

b. The Windstorm or Hail Percentage Deductible, applies to loss or damage to Covered Property, caused directly or indirectly by a covered Windstorm or Hail loss. Subject to **f.** below, this Deductible applies to each "occurrence" of Windstorm or Hail. If loss or damage from a Covered Cause of Loss other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for the Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of the Windstorm or Hail "occurrence".

c. With respect to any Additional Coverages added to this policy, application of the Windstorm or Hail Deductible applies as described in **f.** below.

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

e. As used in this endorsement, the terms Specific Insurance and Blanket Insurance have the following meanings:

(1) Specific Insurance covers each item of insurance (for example, each building, personal property in a building, or Additional Coverage) under a separate Limit of Insurance.

(2) 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.

f. **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE CALCULATIONS**

Windstorm or Hail Percentage Deductibles are calculated and applied separately to Buildings, property within a building, property outside of a building, and property away from a location, as follows:

(1) **DEDUCTIBLES FOR PROPERTY AT OR WITHIN A BUILDING**

(a) When a building(s) is subject to the Windstorm or Hail Percentage Deductible as shown in the Declarations, such Deductible is calculated separately for, and applies separately to:

(i) Each Building that sustains loss or damage; and

(ii) The Business Personal Property within each building; that sustains loss or damage.

If there is damage to both a Building and Business Personal Property in that building, separate deductibles apply to the Building and to the Business Personal Property.

(b) When we apply a Windstorm or Hail Percentage Deductible to **(i)** or **(ii)** above, we will not apply an additional Deductible to any Additional Coverages applying to property or damage within that building.

However, if there is no damage to, and we do not apply a deductible for, Building or Business Personal Property under **(i)** or **(ii)** above, we will apply the higher of the Building or Business Personal Property Windstorm or Hail Percentage Deductible to the Additional Coverages that apply, but only once for all applicable Additional Coverages, and only for Additional Coverages that are subject to Deductible, as shown in the Additional Coverage endorsement.

(2) DEDUCTIBLES FOR PROPERTY OUTSIDE OF A BUILDING OR IN THE OPEN

If any building at a location shown in the Declarations is subject to a Windstorm or Hail Percentage Deductible, such deductible also applies separately and individually to all types of property in the open covered by any part of this policy or Additional Coverage(s). This provision applies even if other buildings at the location are not subject to the Windstorm or Hail Percentage deductible. If more than one Percentage Windstorm or Hail Deductible is shown in the Declarations for location at which the loss occurs, we will apply the highest Deductible to property outside of a building or in the open.

(3) DEDUCTIBLES FOR PROPERTY OFF-PREMISES OR AWAY FROM A LOCATION

If any building at any location shown in the Declarations is subject to a Windstorm or Hail deductible, any Additional Coverage providing coverage for any type of property away from a location shown in the Declarations is also subject to the Percentage Windstorm or Hail deductible. This provision applies even if other buildings or locations shown in the Declarations are not subject to the Windstorm or Hail Percentage deductible. For Property off-premises or away from the location, we will apply the highest Percentage Windstorm or Hail Deductible shown in the Declarations for all locations**.**

(4) We will not pay for loss or damage until the amount of loss or damage exceeds the total of applicable Deductible(s) in **(1)**, **(2)**, and **(3)** above. We will then pay the amount of loss or damage in excess of the Deductible(s), up to the applicable Limits of Insurance, after any reduction required by Coinsurance or Agreed Value Optional Coverage.

(5) CALCULATION OF THE DEDUCTIBLE – SPECIFIC INSURANCE AND ADDITIONAL COVERAGES

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the Windstorm or Hail Percentage Deductible as shown in the Declarations multiplied by the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

(6) CALCULATION OF THE DEDUCTIBLE – BLANKET INSURANCE

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the Windstorm or Hail Percentage Deductible as shown in the Declarations multiplied by the value(s) of the property that has sustained loss or damage up to the Blanket Limit of Insurance. The value(s) to be used is that shown in the most recent Statement of Values on file with us.

g. EXAMPLES – APPLICATION OF DEDUCTIBLE

(1) EXAMPLE 1 – SPECIFIC INSURANCE

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

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

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

The Deductible is 1%.

Step **(1)**: $70,000 ÷ $80,000 = .875

Step **(2)**: $60,000 x .875 = $52,500

Step **(3)**: $70,000 x 1% = $700

Step **(4)**: $52,500 – $700 = $51,800

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

(2) EXAMPLE 2 – SPECIFIC INSURANCE

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

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

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

The Deductible is 2%.

Building

Step **(1)**: $80,000 x 2% = $1,600

Step **(2)**: $60,000 – $1,600 = $58,400

Personal Property

Step **(1)**: $64,000 x 2% = $1,280

Step **(2)**: $40,000 – $1,280 = $38,720

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

(3) EXAMPLE 3 – BLANKET INSURANCE

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

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

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

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

The Deductible is 2%.

Building 1

Step **(1)**: $500,000 x 2% = $10,000

Step **(2)**: $40,000 – $10,000 = $30,000

Building 2

Step **(1)**: $500,000 x 2% = $10,000

Step **(2)**: $20,000 – $10,000 = $10,000

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

(4) EXAMPLE 4 – BLANKET INSURANCE

The sum of the values of building 1 ($500,000), building 2 ($500,000), personal property at building 1 ($250,000), and personal property at building 2 ($250,000), as shown in the most recent Statement of Values on file with us, is $1,500,000.

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

The actual Blanket Limit of Insurance covering buildings 1 and 2 and personal property at buildings 1 and 2, shown in the Declarations, is $1,350,000 (therefore, no Coinsurance penalty).

Building 1 and personal property at building 1 have sustained damage; the amounts of loss are $95,000 (building) and $5,000 (personal property).

The Deductible is 5%.

Building

Step **(1)**: $500,000 x 5% = $25,000

Step **(2)**: $95,000 – $25,000 = $70,000

Personal Property

Step **(1)**: $250,000 x 5% = $12,500

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

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPURTENANT STRUCTURES – BUILDING COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

APPURTENANT STRUCTURES – BUILDING COVERAGE

We will pay for direct physical loss of or direct physical damage to your storage buildings, garages, and other appurtenant structures, except outdoor fixtures, at a location shown in the Declarations, provided that:

(1) The direct physical loss of or direct physical damage sustained is caused by or resulted from a Covered Cause of Loss;

(2) The storage buildings, garages, and other appurtenant structures are within 1,000 feet of a location shown in the Declarations;

(3) The storage buildings, garages, and other appurtenant structures are in your care, custody, or control at a location shown in the Declarations;

(4) The storage buildings, garages, and other appurtenant structures are used in your business; and

(5) You own or have a contractual responsibility to pay for loss or damage to the storage buildings, garages, and other appurtenant structures.

However, this coverage does not apply to non-owned detached trailers or portable storage units.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Appurtenant Structures – Building Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of storage buildings, garages, and other appurtenant structures sustaining loss or damage.

Coverage provided under this Additional Coverage is excess over any other insurance covering such property.

SECTION IV – DEDUCTIBLES

The following is added:

For a covered loss to the storage buildings, garages, and appurtenant structures, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building Deductible shown in the Declarations for the location where the loss occurs.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INVENTORY AND APPRAISAL EXPENSE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

INVENTORY AND APPRAISAL EXPENSE

In the event of direct physical loss of or direct physical damage to Covered Property as a result of a Covered Cause of Loss, we will pay reasonable expenses incurred by you for preparation of loss data, including inventories and appraisals necessary to establish the amount of the loss.

We will not pay for expenses incurred in using the services of a public adjuster or an attorney.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Inventory and Appraisal Expense Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Inventory and Appraisal Expense Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED DETACHED TRAILERS OR PORTABLE STORAGE UNITS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

NON-OWNED DETACHED TRAILERS OR PORTABLE STORAGE UNITS COVERAGE

We will pay for direct physical loss of or direct physical damage to a trailer or portable storage unit that you do not own, provided that:

(1) The trailer or portable storage unit is used in your business;

(2) The trailer or portable storage unit is in your care, custody, or control;

(3) The trailer or portable storage unit is within 1,000 feet of a location shown in the Declarations; and

(4) You have a contractual responsibility to pay for loss or damage to the trailer or portable storage unit.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We will not pay for any loss or damage as a result of or that occurs:

(1) While a trailer or portable storage unit is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or

(2) During hitching or unhitching operations, or when a trailer or portable storage unit becomes accidently unhitched from a motor vehicle or motorized conveyance.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Non-owned Detached Trailers or Portable Storage Units Coverage in any one “occurrence” is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of trailers or portable storage units sustaining loss or damage.

Coverage provided under this endorsement is excess over any other insurance covering a non-owned detached trailer or portable storage unit.

SECTION IV – DEDUCTIBLES

The following is added:

For Non-owned Detached Trailers or Portable Storage Units Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property Deductible shown in the Declarations for the location where the loss occurs.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRE EXTINGUISHER SYSTEMS RECHARGE EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

FIRE EXTINGUISHER SYSTEMS RECHARGE EXPENSE COVERAGE

We will pay:

(1) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged while fighting a covered fire on or within 1,000 feet of a location shown in the Declarations; and

(2) For direct physical loss of or direct physical damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We will not pay for any fire extinguisher systems recharge expense due to a fire extinguishing system being discharged during installation or testing.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Fire Extinguisher Systems Recharge Expense Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Fire Extinguisher Systems Recharge Expense Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRE DEPARTMENT SERVICE CHARGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

FIRE DEPARTMENT SERVICE CHARGE COVERAGE

(1) When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for fire department service charges at a location shown in the Declarations.

(2) This Additional Coverage applies to your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Fire Department Service Charge Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Fire Department Service Charge Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANT CLEAN-UP AND REMOVAL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

POLLUTANT CLEAN-UP AND REMOVAL COVERAGE

We will pay your expense to extract "pollutants" from land or water at a location shown in the Declarations 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.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Pollutant Clean-Up and Removal Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For Pollutant Clean-up and Removal Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property Deductible shown in the Declarations for the location where the loss occurs.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOST KEYS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

LOST KEYS COVERAGE

We will pay for consequential loss to keys and locks if a master key or grand master key for a location shown in the Declarations is lost or damaged resulting from a Covered Cause of Loss. We will pay the lesser of:

(1) The actual cost to replace keys;

(2) The cost to adjust existing locks to accept new keys; or

(3) The cost to replace existing locks with new locks of like kind and quality, including the cost of their installation.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Lost Keys Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Lost Keys Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBRIS REMOVAL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

DEBRIS REMOVAL COVERAGE

(1) We will pay your expense to remove debris of Covered Property and other debris that is on a location shown in the Declarations, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss of or direct physical damage to Covered Property.

(2) Debris removal does not apply to costs to:

(a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;

(b) Remove debris of property owned by or leased to the landlord of the building where your location shown in the Declarations is located, unless you have a contractual responsibility to insure such property and it is insured under this policy;

(c) Remove any property that is listed under **2. Property Not Covered**, except as otherwise provided for under this policy;

(d) Remove property of others of a type that would not be Covered Property under this policy;

(e) Remove deposits of mud or earth from the grounds of the location shown in the Declarations;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore, or replace polluted land or water.

SECTION III – LIMITS OF INSURANCE

The following is added:

DEBRIS REMOVAL COVERAGE

a. Subject to the exceptions in **b.** below, the following provisions apply:

(1) The most we will pay in any one "occurrence" for the total of direct physical loss of or direct physical damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(2) Subject to **a.(1)** above, the amount we will pay for debris removal expense is limited to 25% of the amount that we pay for loss or damage to the Covered Property that has sustained loss or damage.

However, if no Covered Property has sustained loss or damage, the most we will pay in any one "occurrence" at the location shown in the Declarations for removal of debris of other property when such debris is caused by or results from a Covered Cause of Loss (if such removal is covered under this Additional Coverage) is the Limit of Insurance shown in the Declarations for Debris Removal Of Other Property.

b. We will pay up to the Limit of Insurance listed under Debris Removal – Additional Limit shown in the Declarations for debris removal expense, in any one "occurrence" of loss or damage to Covered Property, if one or both of the following circumstances apply:

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

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

Therefore, if **b.(1)** and/or **b.(2)** above apply, our total payment for loss or damage and debris removal expense in any one "occurrence" may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the amount shown in the Declarations under Debris Removal – Additional Limit.

c. EXAMPLES

The examples and figures used below are for illustrative purposes only and do not modify the terms and conditions of the policy. In addition, the examples cited below should not be construed as any guarantee of coverage.

(1) EXAMPLE 1

Limit of Insurance:	$90,000	
Amount of Deductible:	$500	
Amount of Loss:	$50,000	
Amount of Loss Payable:	$49,500	($50,000 - $500)
Debris Removal Expense:	$10,000	
Debris Removal Expense Payable:	$10,000	($10,000 is 20.2% of $49,500)

The debris removal expense is less than 25% of the loss payable.

The sum of the loss payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of **a.** above.

(2) EXAMPLE 2

Limit of Insurance:	$90,000	
Amount of Deductible:	$500	
Amount of Loss:	$80,000	
Amount of Loss Payable:	$79,500	($80,000 - $500)
Debris Removal Expense:	$40,000	
Debris Removal Expense Payable		
Basic Amount:	$10,500	
Debris Removal – Additional Limit:	$25,000	

The basic amount payable for debris removal expense under the terms of **b.** above is calculated as follows:

$79,500 x .25 = $19,875; capped at $10,500. The cap applies because the sum of the loss payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The Debris Removal – Additional Limit is provided in accordance with the terms of **b.** above, because the debris removal expense ($40,000) exceeds 25% of the loss payable ($40,000 is 50.3% of $79,500), and because the sum of the loss payable and debris removal expense ($79,500 + $40,000 = $119,500) would exceed the Limit of Insurance ($90,000).

In this example, the Debris Removal – Additional Limit shown on the Declarations is $25,000. Thus, the total payable for debris removal expense in this example is $35,500 ($10,500 + $25,000); $4,500 of the debris removal expense is not covered.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Debris Removal Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET ROT, OR DRY ROT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

LIMITED FUNGI, WET ROT, OR DRY ROT COVERAGE

(1) The coverage described herein only applies when the "fungi", wet rot, or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the Covered Property from further damage at the time of and after that "occurrence". This coverage does not apply to lawns, trees, shrubs, or plants which are part of a vegetated roof.

(2) We will pay direct physical loss of or direct physical damage to Covered Property caused by "fungi", wet rot, or dry rot, including:

- **(a)** The cost of removal of the "fungi", wet rot, or dry rot;
- **(b)** The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot, or dry rot; and
- **(c)** The cost of testing performed after removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot, or dry rot is present.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **1.a.(9) Fungi, Wet Rot, or Dry Rot** does not apply.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Limited Fungi, Wet Rot, or Dry Rot Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss or damage arising out of all "occurrences" of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular "occurrence" of loss which results in "fungi", wet rot, or dry rot, we will not pay more than the total applicable Limit of Insurance shown in the Declarations even if the "fungi", wet rot, or dry rot continues to be present or active, or recurs, in a later policy period.

Limited Fungi, Wet Rot, or Dry Rot Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular "occurrence" results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

SECTION IV – DEDUCTIBLES

The following is added:

For Limited Fungi, Wet Rot, or Dry Rot Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest applicable Building or Business Personal Property Deductible for the building at which the loss occurs, as shown in the Declarations. We will then pay the amount of the loss in excess of the Deductible, up to the applicable Limit of Insurance.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

The following is added:

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot, or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot, or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Fungi, Wet Rot, or Dry Rot Coverage.

The terms of this Limited Coverage do not increase or reduce coverage which may otherwise be provided in this policy.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE, OTHER LIQUIDS, POWDER, OR MOLTEN MATERIAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

WATER DAMAGE, OTHER LIQUIDS, POWDER, OR MOLTEN MATERIAL DAMAGE COVERAGE

(1) If we pay for a covered loss caused by or resulting from water damage, other liquids, powder, or molten material damage, 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.

(2) We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

(a) Results in discharge of any substance from an automatic fire protection system; or

(b) Is directly caused by freezing.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Water Damage, Other Liquids, Powder, or Molten Material Damage Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACT PENALTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4 Additional Coverages**:

CONTRACT PENALTY COVERAGE

We will pay the contract penalties you are required to pay as a result of any written clause in your contract for failure to complete a project within the time as stipulated in the contract terms, provided the contract was executed prior to the loss or damage. The penalties must solely result from direct physical loss of or direct physical damage by a Covered Cause of Loss to Covered Property.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

This coverage does not apply to any loss resulting from:

(1) Suspension, lapse, or cancellation of any lease, license, contract, or order;

(2) Damages as a result of breach of contract for late or noncompletion of orders; or

(3) Any additional time that would be required to repair or replace the Covered Property resulting from adverse weather conditions, reduction in work force, or from improvements necessary to correct deficiencies in the project.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Contract Penalty Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Contract Penalty Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP, DISCHARGE, AND SUMP OVERFLOW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

THIS IS NOT FLOOD INSURANCE

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

WATER BACK-UP, DISCHARGE, AND SUMP OVERFLOW COVERAGE

(1) We will pay for direct physical loss of or direct physical damage to your Covered Property solely caused by or resulting from:

(a) Water or waterborne material which backs up, overflows, or is otherwise discharged into a building or structure through sewers or drains contained within a building. A sewer or drain does not include a roof drain, gutter, downspout, or similar fixture or equipment; or

(b) Water or waterborne material which enters into or overflows from a sump, sump pump, or related equipment, provided that it is located in a building and designed to remove subsurface water which is drained from the foundation area, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to **(b)** above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

The coverage described in **(b)** above does not apply to loss or damage resulting from an insured's failure to:

(i) Keep a sump pump or its related equipment in proper working condition; or

(ii) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

(2) We will not, however, pay for any loss or damage that results from water or other materials that back up, overflow, or are otherwise discharged from a sewer, drain, sump, sump pump or related equipment when it is caused directly or indirectly by any flood, whether the flood is caused by an act of nature or is otherwise caused. Flood includes surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of streams or other natural or man-made bodies of water, or spray from any of these, all whether or not driven by wind (including storm surge). Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **(c)** of **1.a.(7) Water** is deleted and replaced by the following:

(c) Except as provided under the Water Back-Up, Discharge, and Sump Overflow Coverage, water that backs up, overflows, or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment.

Regardless of the coverage provided in this endorsement, all other provisions of **1.a.(7) Water** apply.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Water Back-Up, Discharge, and Sump Overflow Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

We will not pay for loss or damage resulting directly from an "occurrence" of Water Back-Up, Discharge, and Sump Overflow Coverage until the amount of loss or damage exceeds the Water Back-Up, Discharge, and Sump Overflow Deductible shown in the Declarations. We will then pay the amount of loss in excess of the applicable Deductible amount, up to the Water Back-Up, Discharge, and Sump Overflow Coverage Limit of Insurance shown in the Declarations.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY COVERAGE

(1) BUILDING

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

(a) Your new Buildings while being built at a location shown in the Declarations;

(b) Buildings you acquire at a location other than a location shown in the Declarations, if intended for:

(i) Similar use as a Building shown in the Declarations; or

(ii) Use as a warehouse.

(2) BUSINESS PERSONAL PROPERTY

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

(a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or

(b) Business Personal Property, that you newly acquire, located within your newly acquired or constructed buildings at the location shown in the Declarations.

(c) This additional coverage does not apply to:

(i) Personal property that you temporarily acquire in the course of installing or performing work on such property; or

(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling.

(3) PERIOD OF COVERAGE

For purposes of this endorsement, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) Unless a higher number of days is shown in the Declarations, 30 days after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or

(c) You report values of the Covered Property to us.

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

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Newly Acquired or Constructed Building Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

The most we will pay in any one "occurrence" under Newly Acquired Business Personal Property at each Newly Acquired or Constructed Building or Location is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For a covered loss to:

1. A Newly Acquired Building, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest building Deductible shown in the Declarations for all locations.

2. Newly Acquired Business Personal Property, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Business Personal Property Deductible shown in the Declarations for all locations.

We will then pay the amount of the loss in excess of the applicable Deductible, up to the applicable Limit of Insurance.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REWARD COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

REWARD COVERAGE

(1) In the event that a covered fire loss was the result of an act of arson, we will reimburse you for amounts you pay for information leading to the conviction of any person(s) responsible for such loss.

(2) In the event of a covered theft or vandalism loss, we will reimburse you for amounts you pay for information leading to the convictions for the theft or vandalism loss or the return of stolen Covered Property.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We will not pay:

(1) Any reward payment unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned;

(2) Any ransom payments; or

(3) For any payment that is not documented.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Reward Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

However, any payment made under this Additional Coverage shall not exceed the "actual cash value" of the Covered Property damaged by fire, theft, or vandalism and for which any reward is paid.

Our payment under Reward Coverage will not be increased by:

a. The number of individuals reporting the individual or individuals responsible for the covered loss;

b. The number of individual or individuals involved in the covered loss; or

c. The number of covered losses.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Reward Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTDOOR PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

For purposes of this endorsement, **2.s.** does not apply.

For purposes of this endorsement **2.z.(2)** does not apply.

For purposes of this endorsement, **3. Covered Causes of Loss** is deleted and replaced by the following:

Covered Causes of Loss means direct physical loss of or direct physical damage to Outdoor Property, as described below in this endorsement, by the following:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or civil commotion;

(5) Aircraft;

(6) Falling objects, as defined under "specified causes of loss" **15.b.** of **Section VI – Definitions**;

(7) Sinkhole collapse, as defined under "specified causes of loss" **15.a.** of **Section VI – Definitions**;

(8) Vehicles;

(9) Vandalism;

(10) Smoke;

(11) Malicious mischief;

(12) Theft; or

(13) Windstorm or hail, except for damage to trees, shrubs, and plants.

If any of the listed Covered Causes of Loss are otherwise excluded under this policy, such causes of loss will also be excluded under this Additional Coverage.

The following is added to **4. Additional Coverages**:

OUTDOOR PROPERTY COVERAGE

We will pay for direct physical loss or direct physical damage caused by a Covered Cause of Loss to your:

(1) Fences;

(2) Retaining walls that are not part of a covered building or structure shown in the Declarations;

(3) Lighting and lighting standards;

(4) Antennas (including dish-shaped antennas) and their lead-in wiring, masts, or towers not attached to the building; or

(5) Trees, shrubs, or plants (other than trees, shrubs, or plants which are "stock" or are part of a vegetated roof).

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Outdoor Property Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For Outdoor Property Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property Deductible shown in the Declarations for the location where the loss occurs.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA – DIRECT DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

For purposes of this endorsement, **2.k.** does not apply.

The following is added to **4. Additional Coverages**:

ELECTRONIC DATA – DIRECT DAMAGE COVERAGE

We will pay the cost to replace or restore "electronic data and media data" which has been destroyed or corrupted by direct physical loss of or direct physical damage to property owned by you or owned by others in your care, custody, or control when caused by a Covered Cause of Loss.

This additional coverage applies to "electronic data and media data" on or away from the location shown in the Declarations, including while in transit.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **1.b.(1) Electrical Apparatus** does not apply.

For purposes of this endorsement, **1.b.(12)(f)** does not apply.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in all "occurrences" during one policy year under Electronic Data – Direct Damage Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of premises, locations, or "electronic data processing equipment" involved. However, if the cause of loss originates from a described peril that has a specific Limit of Insurance, we will not pay more than the Limit of Insurance for the described peril.

If payment on the first "occurrence" does not exhaust the Limit of Insurance, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an "occurrence" which begins in one policy year and continues or results in additional loss or damage in subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the "occurrence" began.

SECTION IV – DEDUCTIBLES

The following is added:

For Electronic Data – Direct Damage Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property Deductible for the building at which the loss occurs, as shown in the Declarations. We will then pay the amount of the loss in excess of the Deductible, up to the applicable Limit of Insurance.

If the loss occurs away from a described premises, we will apply the largest Building or Business Personal Property Deductible shown on the Declarations. If a more specific deductible is shown on the Declarations, we will apply that more specific deductible.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

The following is added to **5. Loss Payment and Valuation**:

For Electronic Data Coverage, we will determine the value of "electronic data and media data" subject to the following:

(1) Loss or damage to "electronic data and media data" will be valued at the actual, reasonable, and necessary costs you incur to restore or replace the "electronic data and media data". But we will not pay the cost or expenses you incur to:

(a) Identify or remediate any errors or vulnerabilities or update, restore, replace, upgrade, maintain, or improve any "electronic data processing equipment";

(b) Update, replace, restore, or improve any "electronic data and media data" to a level beyond the condition in which it existed immediately preceding the loss or damage; or

(c) Duplicate research that led to the development of your "electronic data and media data" or any proprietary or confidential information or intellectual property in any form.

(2) To the extent that "electronic data and media data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data and media data" was stored, with blank media of substantially identical type. However, the value for blank media will not exceed the amount you are contractually obligated to insure, repair, or replace.

The following is added to **7. Recovered Property**:

If you recover from a licenser, lessor, or any other party for loss or damage to "electronic data and media data", our payment to you will be reduced by the amount of such recovery.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORGERY, ALTERATION, MONEY ORDERS, AND COUNTERFEIT MONEY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

FORGERY, ALTERATION, MONEY ORDERS, AND COUNTERFEIT MONEY COVERAGE

(1) FORGERY OF NEGOTIABLE INSTRUMENTS

(a) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange, or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent. This includes written instruments required in conjunction with any credit, debit, or charge card issued to you or any "employee" for business purposes.

For purposes of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

(b) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange, or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

(c) With respect to coverage provided under **(a)** and **(b)** above, we will treat signatures that are produced or reproduced electronically, mechanically, or by other means the same as handwritten signatures.

(2) MONEY ORDERS, INCLUDING COUNTERFEIT MONEY

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money", or services:

(a) Money orders, including counterfeit money orders, issued by any post office, express company, or bank that are not paid upon presentation; and

(b) Counterfeit money that is acquired during the regular course of business.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

Coverage as provided in this endorsement, does not cover loss arising from any credit, debit, or charge card if you have not complied fully with the provisions, conditions, or other terms under which the card was issued.

SECTION III – LIMITS OF INSURANCE

The following are added:

1. The most we will pay in any one "occurrence" under Forgery, Alteration, Money Orders, and Counterfeit Money Coverage, including legal expenses, is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of premises involved.

2. We will pay for loss that you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

SECTION IV – DEDUCTIBLES

For purposes of this endorsement, **Section IV – Deductibles** is deleted and replaced by the following:

We will not pay for loss in any one "occurrence" of Forgery, Alteration, Money Orders, and Counterfeit Money Coverage unless the amount of loss exceeds the deductible amount shown in the Declarations for this coverage. We will then pay the amount of loss in excess of this deductible up to the Limit of Insurance.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

For purposes of this endorsement, the following are added:

1. You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
2. We will pay only for covered loss discovered no later than one year from the end of the policy period.

SECTION VI – DEFINITIONS

For purposes of this endorsement, **11.** is deleted and replaced by the following:

11. "Occurrence" means:

- **a.** An individual act;
- **b.** The combined total of all separate acts, whether or not related; or
- **c.** A series of acts, whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, before such policy period or both during and before such policy period.

The following is added:

"Employee" means:

- **a.** Any natural person:
  - **(1)** While in your service or for 30 days after termination of service;
  - **(2)** Who you compensate directly by salary, wages, or commissions; and
  - **(3)** Who you have the right to direct and control while performing services for you.
- **b.** Any natural person who is furnished temporarily to you:
  - **(1)** To substitute for a permanent "employee", as defined in **a.** above, who is on leave; or
  - **(2)** To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the described premises.
- **c.** Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in **b.** above;
- **d.** Any natural person who is a former "employee", partner, "member", "manager", officer, director, trustee, or authorized representative while retained as a consultant while performing services for you; or

e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

f. Any natural person who is your partner, "member", "manager", officer, director, trustee, or authorized representative while:

(1) Performing acts within the scope of the usual duties of an "employee"; or

(2) Acting as a "member" of any committee duly elected or appointed by resolution of your board of directors, board of trustees, or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean:

g. Any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or

h. Any partner, "member", "manager", officer, director, trustee, or authorized representative, except while performing acts coming within the usual duties of an "employee" as described in **f.(1)** above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY THEFT ADMINISTRATIVE SERVICES AND EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

IDENTITY THEFT ADMINISTRATIVE SERVICES AND EXPENSE COVERAGE

We will provide "identity theft administrative services" and we will pay for "identity theft expenses" incurred by an "identity theft insured" as a direct result of any one "identity theft" in the coverage territory if all of the following requirements are met:

(1) The personal identity of an "identity theft insured" under this Coverage Part was the subject of an "identity theft";

(2) Such "identity theft" is first discovered by the "identity theft insured" during the policy period for which this "Identity Theft Expense" coverage is applicable;

(3) Such "identity theft" is reported to us as soon as practicable but in no event later than 60 days after it is first discovered by the "identity theft insured"; and

(4) The "identity theft insured" reports the "identity theft" in writing to the appropriate law enforcement agency.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others, against an "identity theft insured" is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We do not provide "identity theft administrative services" or cover "identity theft expenses":

(a) Incurred as the result of "identity theft" due to any fraudulent, dishonest, or criminal act by you, your partners, "employees", "members", "executive officers", "managers", directors, or trustees or by any authorized representative of yours, whether acting alone or in collusion with others. In the event of any such act, no "identity theft insured" is entitled to "identity theft expenses", even an "identity theft insured" who did not commit or conspire to commit the act causing the "identity theft";

(b) Arising out of "identity theft" committed by or with knowledge of any relative or former relative of the "identity theft insured";

(c) Arising out of an "identity theft" first discovered by the "identity theft insured" prior to the policy period or after the policy period, even if the "identity theft" began or continued during the policy period;

(d) Arising out of an "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity theft insured";

(e) An "identity theft" that is not reported in writing to the police; or

(f) Theft of a professional or business identity.

SECTION III – LIMITS OF INSURANCE

The following are added:

Regardless of the number of claims or "identity theft insureds", the most we will pay in the aggregate for all "identity theft expenses" resulting from "identity theft" discovered during the policy period is the Limit of Insurance shown in the Declarations.

a. The Identity Theft Expense Limit of Insurance shall be reduced by the amount of any payment made by us under the terms of this insurance. If the Identity Theft Expense Limit of Insurance is exhausted, we will have no further liability to pay for loss which may be discovered during the remainder of the policy period.

b. Any recovery made by us after settlement of a loss covered by this insurance shall not be used to increase or reinstate the Identity Theft Expense Limit of Insurance.

c. "Identity theft administrative services" is provided up to 12 consecutive months after service begins.

d. "Identity theft administrative services" do not reduce the Identity Theft Expense Limit of Insurance. This "identity theft administrative service" and "identity theft expense" coverage are additional insurance.

e. Lost income as outlined under **3.f.** of **Section VI – Definitions** of this endorsement, the definition of "identity theft expenses" is subject to the Lost Income sublimit shown in the Declarations and is included within the Identity Theft Expenses and aggregate limits.

f. Advertising expenses as outlined under **3.h.** of **Section VI – Definitions** of this endorsement, the definition of "identity theft expenses" is subject to the Advertising Expenses sublimit shown in the Declarations and is included within the Identity Theft Expenses and aggregate limits.

SECTION IV – DEDUCTIBLES

The following are added:

1. There is no deductible applicable to "identity theft administrative services".

2. We will not pay for "identity theft expenses" resulting from an "identity theft" unless the amount exceeds the Identity Theft Expense Deductible shown in the Declaration. We will then pay the amount of "Identity Theft Expense" in excess of that Deductible Amount, up to the Limit of Insurance. Each "identity theft insured" shall be subject to only one Deductible during any one policy period.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

The following is added:

IDENTITY THEFT ADMINISTRATIVE SERVICES AND IDENTITY THEFT EXPENSES COVERAGE

a. The coverage provided under this endorsement will be excess over any other insurance covering the same loss or damage, whether you can collect on it or not. But we will not pay any more than the Identity Theft Expense Limits of Insurance applicable to this coverage.

b. Reimbursement for "identity theft expenses" will be made to the "identity theft insured".

c. "Identity theft administrative services" will provide instructions on:

(1) How to respond to a potential "identity theft";

(2) How to submit a request for "identity theft administrative services"; and

(3) Information needed for reimbursement of "identity theft expenses".

We may provide "identity theft administrative services" prior to a final determination of "identity theft". However, if we determine there was not an "identity theft" these services will end and we will not have a right or duty to continue these services. Offering "identity theft administrative service" does not indicate an admission of liability under this Coverage Part.

d. The following apply with respect to "identity theft administrative services":

(1) Services will depend on the cooperation, permissions, and assistance provided by the "identity theft insured";

(2) There is no warranty or guarantee that "identity theft" issues will end and it will not prevent future "identity theft" incidences; and

(3) All services may not be offered or applicable to all "identity theft insureds". For example, minors may not have credit reports available to be monitored.

SECTION VI – DEFINITIONS

The following are added:

1. "Executive officers" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

2. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "identity theft insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law. "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

3. "Identity theft expenses" means the following reasonable and necessary items incurred as a result of "identity theft":

a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantors;

c. Costs for obtaining credit reports;

d. Charges incurred for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft";

e. Application fees for re-applying for a loan, or loans when the original application is rejected solely because the lender received incorrect credit information as a result of a covered "identity theft";

f. Lost income resulting from time taken off from work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies, and/or legal counsel subject to the limits outlined in **e.** of **Section III – Limits of Insurance** of this endorsement;

g. Attorney fees to:

(1) Defend lawsuits brought against an "identity theft insured" by merchants, vendors, suppliers, financial institutions, or their collection agencies;

(2) Remove any criminal or civil judgments wrongly entered against an "identity theft insured";

(3) Challenge the accuracy or completeness of any information in a consumer credit report; or

h. Advertising expenses to restore the reputation of your business after an "identity theft insured" has been the victim of "identity theft" subject to the limits outlined in **f.** of **Section III – Limits of Insurance** of this endorsement.

4. "Identity theft administrative services" means one or more individuals assigned by us to the "identity theft insured" to assist with the communication needed to re-establish the integrity of the "identity theft insured's" identity, including with the "identity theft insured's" permission and cooperation, written and telephone communication with law enforcement authorities, government agencies, credit agencies, and individual creditors and businesses.

5. "Identity theft insured" means the following if you are shown in the Declarations as:

a. An individual or sole proprietorship, you and your spouse are insureds;

b. A partnership or joint venture, your "members", your partners, and their spouses are insured's;

c. A limited liability company, your "members" are insured's; or

d. An organization other than a partnership, joint venture, or limited liability company, your "executive officers" and directors are insureds. Your stockholders are not "identity theft insureds".

6. "Employee" means:

a. Any natural person:

(1) While in your service or for 30 days after termination of service;

(2) Who you compensate directly by salary, wages, or commissions; and

(3) Who you have the right to direct and control while performing services for you.

b. Any natural person who is furnished temporarily to you:

(1) To substitute for a permanent "employee", as defined in **a.** above, who is on leave; or

(2) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the described premises.

c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in **b.** above;

d. Any natural person who is a former "employee", partner, "member", "manager", officer, director, trustee, or authorized representative while retained as a consultant while performing services for you; or

e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

f. Any natural person who is your partner, "member", "manager", officer, director, trustee, or authorized representative while:

(1) Performing acts within the scope of the usual duties of an "employee"; or

(2) Acting as a "member" of any committee duly elected or appointed by resolution of your board of directors, board of trustees, or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

But "employee" does not mean:

g. Any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or

h. Any partner, "member", "manager", officer, director, trustee, or authorized representative, except while performing acts coming within the usual duties of an "employee" as described in **f.(1)** above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTDOOR SIGNS ON PREMISES COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

For purposes of this endorsement, item **2.o.** does not apply.

For purposes of this endorsement, **3. Covered Causes of Loss** is deleted and replaced by the following:

For outdoor signs on premises, the following are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or civil commotion;

(5) Aircraft;

(6) Falling objects, as defined under "specified causes of loss" **15.b.** of **Section VI – Definitions**;

(7) Sinkhole collapse, as defined under "specified causes of loss" **15.a.** of **Section VI – Definitions**;

(8) Vehicles;

(9) Vandalism;

(10) Smoke;

(11) Malicious mischief;

(12) Theft; or

(13) Windstorm or hail.

The following is added to **4. Additional Coverages**:

OUTDOOR SIGNS ON PREMISES COVERAGE

We will pay for direct physical loss of or direct physical damage to outdoor signs not attached to the building at the location shown in the Declarations that is:

(1) Owned by you; or

(2) Owned by others but in your care, custody, or control.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Outdoor Signs on Premises Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For Outdoor Signs on Premises Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property Deductible shown in the Declarations for the location where the loss occurs.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNAUTHORIZED BUSINESS CARD USE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

UNAUTHORIZED BUSINESS CARD USE COVERAGE

(1) We will pay for loss resulting from the theft or unauthorized use of business credit, debit, or charge card issued to you or registered in your name or the name of your business and authorized for use solely for business purposes.

(2) If suit is brought against you for liability arising out of a loss resulting from the theft or unauthorized use of your business card, credit, debit, or charge card, we will pay for reasonable legal expenses incurred in that defense under this Additional Coverage.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We will not pay for the theft or unauthorized use of a business credit, debit, or charge card:

(1) By a person who has been entrusted with the card; or

(2) Any of your "employees".

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one policy period under Unauthorized Business Card Use Coverage, including legal expenses described in **(2)** in **Section I – Coverages** of this endorsement, is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For Unauthorized Business Card Use Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the highest Building or Business Personal Property deductible shown in the Declarations for all locations. We will then pay the amount of the loss in excess of the Deductible, up to the applicable Limit of Insurance

SECTION VI – DEFINITIONS

For purposes of this endorsement, the following is added:

"Employee" means:

a. Any natural person:

(1) While in your service or for 30 days after termination of service;

(2) Who you compensate directly by salary, wages, or commissions; and

(3) Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

(1) To substitute for a permanent "employee", as defined in **a.** above, who is on leave; or

(2) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the described premises.

c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in **b.** above;

d. Any natural person who is a former "employee", partner, "member", "manager", officer, director, trustee, or authorized representative while retained as a consultant while performing services for you; or

e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

f. Any natural person who is your partner, "member", "manager", officer, director, trustee, or authorized representative while:

(1) Performing acts within the scope of the usual duties of an "employee"; or

(2) Acting as a "member" of any committee duly elected or appointed by resolution of your board of directors, board of trustees, or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

But "employee" does not mean:

g. Any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or

h. Any partner, "member", "manager", officer, director, trustee or authorized representative, except while performing acts coming within the usual duties of an "employee" as described in **f.(1)** above.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION I – COVERAGES

The following is added to **6. Additional Coverages** but only with respect to locations where a Utility Services – Business Income and Extra Expense limit is shown in the Declarations:

UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

We will pay for the actual loss of Business Income you sustain and the necessary Extra Expense you incur due to a "suspension" of your "operations" during the "utility services period of restoration" at the location shown in the Declarations caused by an interruption in utility service to that location. The interruption in utility service must result from direct physical loss of or direct physical damage by a Covered Cause of Loss to the property listed under **(1)**, **(2)**, **(3)**, or **(4)** below that is located away from the location shown in the Declarations or at the location shown in the Declarations, but only if such interruption involves equipment used to supply the property listed under **(1)**, **(2)**, **(3)**, or **(4)** below:

(1) Water Supply Property, meaning the following types of property supplying water to the location shown in the Declarations:

(a) Pumping stations; and

(b) Water mains.

(2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the location shown in the Declarations, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations, and similar equipment for moving the effluent to a holding, treatment, or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(3) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave, or television services, to the location shown in the Declarations, such as:

(a) Communication "transmission lines", including optic fiber "transmission lines";

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

It does not include overhead "transmission lines" unless shown in the Declarations.

(4) Power Supply Property, meaning the following types of property supplying electricity, steam, or gas to the location shown in the Declarations:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) "Transmission lines".

It does not include overhead "transmission lines" unless shown in the Declarations.

SECTION II – EXCLUSIONS AND LIMITATION

For purposes of this endorsement, **1.a.(5) Utility Services** does not apply.

The following is added to **1. Exclusions**:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data and media data", including destruction or corruption of "electronic data and media data".

If applicable, the Coinsurance Additional Condition does not apply to this endorsement.

SECTION III – LIMITS OF INSURANCE

For purposes of this endorsement **Section III – Limits of Insurance** is deleted and replaced by the following:

For each location where Utility Services – Business Income and Extra Expense Coverage applies, the most we will pay:

a. In any one "occurrence" is the Utility Services – Business Income and Extra Expense Occurrence Limit of Insurance shown in Declarations for the location(s) where the loss occurs.

b. For the total of all loss of Business Income and Extra Expense incurred during the policy period at a location shown in the Declarations, regardless of the number of "occurrences" at that location, is the Utility Services – Business Income and Extra Expense Annual Aggregate Limit of Insurance shown in the Declarations for that location.

The Utility Services – Business Income and Extra Expense Annual Aggregate Limit of Insurance applies 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.

The Utility Services – Business Income and Extra Expense Occurrence Limit of Insurance and the Utility Services – Business Income and Extra Expense Annual Aggregate Limit of Insurance, as shown in the Declarations, are the only Limits of Insurance that apply to this Additional Coverage.

SECTION V – DEFINITIONS

The following are added:

1. "Transmission lines" means all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

2. "Utility service period of restoration" means:

a. Begins:

(1) Unless a different time period is shown in the Declarations for the Utility Services Waiting Period, 72 hours after the time of direct physical loss of or direct physical damage to utility service property to which this Additional Coverage applies for Business Income; or

(2) Immediately after the time of direct physical loss of or direct physical damage to utility service property to which this Additional Coverage applies for Extra Expense;

b. Ends on the date when the service to the location shown in the Declarations should be restored with reasonable speed and similar quality;

"Utility service period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

c. Regulates the construction, use, or repair, or requires the tearing down, of any property; or

d. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Utility services period of restoration" is limited to only include hours during which you could have used Utility Services listed in **(1)**, **(2)**, **(3)**, and **(4)** of **Section I – Coverages** if had been available and does not include the interruption of "operations" caused by any other reason except as specified in **Section I – Coverages** of this endorsement.

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES – DIRECT DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages** but only with respect to locations where a Utility Services – Direct Damage Coverage limit is shown in the Declarations:

UTILITY SERVICES – DIRECT DAMAGE COVERAGE

We will pay for direct physical loss of or direct physical damage to Covered Property at the location shown in the Declarations caused by an interruption in utility service to that location. The interruption must result from direct physical loss of or direct physical damage by a Covered Cause of Loss to the property listed under **(1)**, **(2)**, or **(3)** below that is located away from the location shown in the Declarations or at the location shown in the Declarations, but only if such interruption involves equipment used to supply the property listed under **(1)**, **(2)**, or **(3)** below:

(1) Water Supply Property, meaning the following types of property supplying water to the location shown in the Declarations:

(a) Pumping stations; and

(b) Water mains.

(2) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave, or television services to the location shown in the Declarations, such as:

(a) Communication "transmission lines", including optic fiber "transmission lines";

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

It does not include overhead "transmission lines" unless indicated in the Declarations.

(3) Power Supply Property, meaning the following types of property supplying electricity, steam, or gas to the location shown in the Declarations:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) "Transmission lines".

It does not include overhead "transmission lines" unless shown in the Declarations.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **1.a.(5) Utility Services** does not apply.

The following is added to **1. Exclusions**:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data and media data", including destruction or corruption of "electronic data and media data".

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Utility Services – Direct Damage Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

For Utility Services – Direct Damage Coverage, we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable Building or Business Personal Property Deductible shown in the Declarations for the building at which the loss occurs. We will then pay the amount of the loss in excess of the Deductible, up to the applicable Limit of Insurance.

SECTION VI – DEFINITIONS

The following is added:

"Transmission lines" means all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME – ORDINANCE OR LAW INCREASED PERIOD OF RESTORATION

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION I – COVERAGES

The following is added to **6. Additional Coverages**:

BUSINESS INCOME – ORDINANCE OR LAW INCREASED PERIOD OF RESTORATION

If a Covered Cause of Loss occurs to property at the location shown in the Declarations, coverage is extended to include the amount of actual loss of Business Income and necessary Extra Expense you incur during the "period of restoration" due to a "suspension" of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:

(1) Regulates the construction or repair of any property;

(2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

However, coverage is not extended under this Additional Coverage to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires:

(4) The demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread, or any activity of "fungi", wet or dry rot, or bacteria; or

(5) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot, or bacteria.

For this Additional Coverage to apply, the building shown in the Declarations where the "suspension" of your "operations" occurs must show a Limit of Insurance for Business Income and Extra Expense Coverage.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **1.a.(1) Ordinance or Law** does not apply.

SECTION IV – CONDITIONS

If applicable, the Business Income – Coinsurance condition does not apply to this endorsement.

SECTION V – DEFINITIONS

For purposes of this endorsement, **11.** is deleted and replaced by the following:

"Period of restoration" means the period of time that:

a. Begins:

(1) Unless a different time period is shown in the Declarations, 72 hours after the time of direct physical loss of or direct physical damage for Business Income coverage; or

(2) Immediately after the time of direct physical loss of or direct physical damage for Extra Expense coverage;

caused by or resulting from any Covered Cause of Loss at the location shown in the Declarations; and

b. Ends on the earlier of:

(1) The date when the property at the location shown in the Declarations should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOCK AND KEY REPLACEMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

LOCK AND KEY REPLACEMENT COVERAGE

When a covered loss resulting from theft, vandalism, or malicious mischief has occurred, even if no keys are identified as missing or appearing to have been duplicated, we will pay the reasonable expenses you incur to re-key, repair, or replace, the locks on all entrances to the Covered Property provided:

(1) You inform us of the covered theft or loss of keys to the Covered Property;

(2) A police report noting the theft or loss is provided to us; and

(3) The locks, cylinders, or tumblers, associated with the Covered Property incurring the loss have been re-keyed, repaired, or replaced within 72 hours of the time and date of the theft and loss of keys indicated on the associated police report.

This coverage only applies to missing keys if other property is missing or stolen and meets the parameters outlined above.

This coverage does not apply to a building under construction, renovation, or remodeling.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Lock and Key Replacement Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Lock and Key Replacement Coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT MOVE BACK COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages**:

TENANT MOVE BACK COVERAGE

We will pay expenses incurred by you for "covered move back costs" of tenants who temporarily vacate a portion of a covered building property at the location shown in the Declarations. The vacancy must have occurred while the portion of the covered building property rented by the tenant could not be occupied due to direct physical loss of or damage to your Covered Property caused by or resulting from any Covered Cause of Loss during the policy period. The move back must take place within 60 days after the portion of the covered building property rented by the tenant has been repaired or rebuilt and is ready for occupancy.

We will pay for "covered move back costs" whether or not the tenant(s) move back before the expiration date of this policy.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Tenant Move Back Coverage in any one “occurrence” is the Limit of Insurance shown in the Declarations for this Additional Coverage.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Tenant Move Back Coverage.

SECTION VI – DEFINITIONS

The following is added:

"Covered move back costs" under this Additional Coverage means documented, reasonable, and necessary:

a. Costs of packing, insuring, and carting Business Personal Property;

b. Costs of re-establishing electric utility services, less refunds from discontinued services;

c. Costs of assembling and setting up fixtures and equipment; and

d. Costs to unpack and re-shelve stock and supplies.

e. "Covered move back costs" does not include:

  (1) Loss caused by the termination of a lease or other agreement; or

  (2) Security deposits or other payments, forfeitures, or penalties made to the landlord or lessor of other locations.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOST LEASE COVERAGE – LESSORS INTEREST

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION I – COVERAGES

The following is added to **6. Additional Coverages**:

LOST LEASE COVERAGE – LESSORS INTEREST

We will pay for loss you sustain due to the cancellation of lease contracts by your tenants when the reason for cancellation of the lease is direct physical loss of or direct physical damage to the leased location caused by or resulting from a Covered Cause of Loss during the policy period.

For this Additional Coverage to apply, the building shown in the Declarations where the "suspension" of your "operations" occurs must show a Limit of Insurance for Business Income and Extra Expense Coverage.

We will not pay for:

(1) Any loss caused by:

(a) Your canceling the lease;

(b) The suspension, lapse, or cancellation of any license; or

(c) Any other consequential loss.

(2) Prepaid rent;

(3) Security deposits or any other types of deposits made by tenants; or

(4) Insurance, taxes, or other payments made by you on behalf of the tenants.

No waiting period applies to Lost Lease Coverage – Lessors Interest.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Lost Lease Coverage – Lessors Interest will be the lesser of the difference between the rent actually paid for the described location and the anticipated rental value of the described location that you lease for:

a. 12 months or, if one is provided, the length of time listed in the Declarations, immediately following the "period of restoration";

b. The time following the end of the "period of restoration" and ending with the normal expiration date of each canceled lease; or

c. Limit of Insurance shown in the Declarations for this Additional Coverage;

whichever is less.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND PIPES, FLUES, OR DRAINS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

For purposes of this endorsement, **2.u. Property Not Covered** is removed.

The following is added to **4. Additional Coverages**:

UNDERGROUND PIPES, FLUES, OR DRAINS COVERAGE

If a Covered Cause of Loss damages a Building or Business Personal Property covered under this policy, we will also pay for direct physical loss of or direct physical damage to underground pipes, flues, or drains which occurs during that covered loss. The underground pipes, flues, or drains, must be:

(1) Located on your premises;

(2) Directly connected to a building shown in the Declarations; and

(3) Owned, or contractually obligated to insure, by you.

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

We will not pay for any loss where damage is solely to the underground pipes, flues, or drains.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay in any one "occurrence" under Underground Pipes, Flues, or Drains Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage. This limit is part of, and not in addition to, the Building Limit shown in the Declarations for the Building at which the loss occurs.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Underground Pipes, Flues, or Drains Coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME – LIMITED FUNGI, WET OR DRY ROT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION I – COVERAGES

The following is added to **6. Additional Coverages**:

BUSINESS INCOME – LIMITED FUNGI, WET OR DRY ROT COVERAGE

(1) The coverage described herein only applies when the "fungi", wet rot, or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that "occurrence". This coverage does not apply to lawns, trees, shrubs, or plants which are part of a vegetated roof.

(a) If the loss which resulted in "fungi", wet rot, or dry rot does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungi", wet rot, or dry rot, then our payment under the Business Income and Extra Expense Coverage is limited to the amount of loss and/or expense sustained in a period of not more than 30 days, unless a different number of days is shown in the Declarations. The days need not be consecutive.

(b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungi", wet rot, or dry rot, but remediation of "fungi", wet rot, or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days, unless a different number of days is shown in the Declarations. The days need not be consecutive.

(2) For this Additional Coverage to apply, the building shown in the Declarations where the "suspension" of your "operations" occurs must show a Limit of Insurance for Business Income and Extra Expense Coverage.

(3) The waiting period for the building at which the loss occurs shall apply, as shown in the Declarations.

SECTION II – EXCLUSIONS AND LIMITATIONS

For purposes of this endorsement, **1.a.(9) Fungi, Wet Rot, Or Dry Rot** does not apply.

SECTION III – LIMITS OF INSURANCE

The following is added:

The most we will pay under Business Income – Limited Fungi, Wet Or Dry Rot Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss sustained and expense incurred arising out of all "occurrences" of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular "occurrence" of loss which results in "fungi", wet rot, or dry rot, we will not pay more than the total applicable Limit of Insurance shown in the Declarations even if the "fungi", wet rot, or dry rot continues to be present or active, or recurs, in a later policy period.

SECTION IV – CONDITIONS

The following is added:

If applicable, the Business Income – Coinsurance condition does not apply to this endorsement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT AND TECHNOLOGY BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages** of the **Commercial Property Coverage Form**:

EQUIPMENT AND TECHNOLOGY BREAKDOWN COVERAGE

(1) At buildings where Equipment and Technology Breakdown Coverage is shown in the Declarations, we will pay for direct physical loss of or direct physical damage to Covered Property that is caused by an "accident" or "electronic circuitry impairment" to "covered equipment".

(2) The following optional coverages apply only to the direct physical loss of or direct physical damage to Covered Property caused by or resulting from an "accident" or "electronic circuitry impairment" to "covered equipment". These coverages do not provide additional Limits of Insurance.

(a) EXPEDITING EXPENSES

(i) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

i. Make temporary repairs; and

ii. Expedite permanent repairs or permanent replacement.

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

(b) HAZARDOUS SUBSTANCES

(i) We will pay in any "one accident" for your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". The contamination by a "hazardous substance" must have been the result of an "accident" or "electronic circuitry impairment" to "covered equipment". This includes the additional expense to clean up or dispose of such property.

(ii) This does not include contamination of "perishable stock" by ammonia, which is addressed in **(2)(d)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment and Technology Breakdown Coverage had no "hazardous substance" been involved.

(c) SPOILAGE

(i) We will pay for physical loss of or physical damage to "perishable stock" due to spoilage. The spoilage loss or spoilage damage must be due to the lack of or excess of power, light, heat, steam, or refrigeration caused by an "accident" or "electronic circuitry impairment" to "covered equipment".

The "perishable stock" must be:

i. Owned by you and used in your business; or

ii. Owned by others and is in your care, custody, or control.

(ii) Property described in **(2)(c)(i)ii.** above is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials, or services furnished or arranged by you on that property.

(iii) We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(iv) If you are unable to replace the "perishable stock" before their anticipated sale date, the amount of our payment will be determined on the basis of the sales price of "perishable stock" at the time of the "accident" or "electronic circuitry impairment" less discounts and expenses you otherwise would have had. Otherwise, our payment will be determined in accordance with the Loss Payment and Valuation condition.

(d) AMMONIA CONTAMINATION

We will pay for direct physical loss of or direct physical damage to Covered Property due to contamination from the release of ammonia, including any related salvage expense. The contamination from the release of ammonia must have been the result of an "accident" or "electronic circuitry impairment" to "covered equipment".

(e) DATA RESTORATION

We will pay for your reasonable and necessary cost to research, replace, and restore lost "electronic data and media data". The loss of "electronic data and media data" must have been the result of an "accident" or "electronic circuitry impairment" to "covered equipment".

(f) OFF PREMISES EQUIPMENT AND TECHNOLOGY BREAKDOWN

(i) We will pay for direct physical loss of or direct physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location.

(ii) We will also pay for your reasonable and necessary cost to research, replace, and restore lost "electronic data and media data" contained within "covered equipment" as described under **(2)(f)(i)** above. This amount may not exceed the Limit of Insurance applicable to Data Restoration coverage.

(g) GREEN UPGRADE COVERAGE

(i) With respect to Covered Property, we will pay your additional cost to:

i. Repair damaged property using equipment, materials, and service firms required or recommended by a "recognized environmental standards program", if repair is the least expensive option;

ii. Replace damaged property using equipment, materials, and service firms required or recommended by a "recognized environmental standards program", if replacement is the least expensive option;

iii. Dispose of damaged property or equipment, if practicable, through a recycling process; and

iv. Flush out reconstructed space with up to 100% outside air using new filtration media.

(ii) With respect to any building that is Covered Property and was, at the time of the "accident" or "electronic circuitry impairment", certified by a "recognized environmental standards program", we will pay your additional cost:

i. To prevent a lapse of such certification;

ii. To reinstate the certification or replace it with an equivalent certification;

iii. For an engineer authorized by a "recognized environmental standards program" to oversee the repair or replacement of the damaged Covered Property; and

iv. For a professional engineer to commission or recommission your damaged mechanical, electrical, or electronic building systems.

(iii) As used in this coverage, Additional Costs mean those beyond what would have been payable under this Equipment and Technology Breakdown Coverage in the absence of this Green Coverage.

(iv) This coverage is subject to the following provisions:

i. This coverage applies in addition to any coverage that may apply under the Environmental, Safety, and Efficiency Improvements condition of this endorsement, or any other applicable coverage.

ii. This coverage only applies to Covered Property that must be repaired or replaced as a direct result of an "accident" or "electronic circuitry impairment".

iii. This coverage does not apply to any Covered Property to which "actual cash value" applies.

The following is added to **6. Additional Coverages** of the **Business Income and Extra Expense Coverage Form**, if included as part of this policy:

a. BUSINESS INCOME AND EXTRA EXPENSE FOR EQUIPMENT BREAKDOWN

Business Income and Extra Expense is extended to the direct physical loss of or direct physical damage to Covered Property that is caused by an "accident" or "electronic circuitry impairment" to "covered equipment" as provided by the Equipment and Technology Breakdown Coverage Endorsement. However, with respect to Utility Services Coverage below and any Dependent Properties Coverage provided by this policy, coverage will only apply to direct physical loss or direct physical damage caused by or resulting from an "accident" to "covered equipment" and will not apply to loss or damage caused by or resulting from an "electronic circuitry impairment" to "covered equipment".

b. UTILITY SERVICES

If this policy includes the Utility Services – Business Income and Extra Expense Coverage, as shown on the Declarations, insurance provided for such coverage, and any resulting spoilage coverage covered under this endorsement, is extended to apply to your loss, damage, or expense caused by an "accident" or "electronic circuitry impairment" to equipment used to supply the property listed under **(1)** through **(5)** below to the premises as shown in the Declarations. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(1) Water Supply Property, meaning the following types of property supplying water to the location shown in the Declarations:

(a) Pumping stations; and

(b) Water mains.

(2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the location shown in the Declarations, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations, and similar equipment for moving the effluent to a holding, treatment, or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(3) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave, or television services, to the location shown in the Declarations, such as:

(a) Communication "transmission lines", including optic fiber "transmission lines";

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

It does not include overhead "transmission lines" unless shown in the Declarations.

(4) Power Supply Property, meaning the following types of property supplying electricity, steam, or gas to the location shown in the Declarations:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) "Transmission lines".

It does not include overhead "transmission lines" unless shown in the Declarations.

(5) Unless otherwise provided in this policy Utility Services Coverage will not apply unless the loss or disruption of service exceeds 24 hours immediately following the "accident" or "electronic circuitry impairment". If the interruption exceeds 24 hours, coverage will begin at the time of disruption, and the applicable deductible will apply.

c. PUBLIC RELATIONS

(1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.

(2) We will pay for your reasonable costs for professional services to create and disseminate communications when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:

(a) The media;

(b) The public; or

(c) Your customers, clients, or "members".

(3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.

SECTION II – EXCLUSIONS AND LIMITATIONS

For the purposes of this endorsement, the following amendments are made to **1. Exclusions** of the **Commercial Property Coverage Form**:

a. The following is added to **1.a.(7)(a)**:

However, if electrical "covered equipment" requires drying out because of Water as described above, we will pay for the direct expense of such drying out subject to the applicable Limit of Insurance and Deductible for Building or Business Personal Property, whichever applies.

b. The third to the last paragraph of **1.a.(8) Certain Electronic Data Processing Related Losses** is deleted and replaced with the following:

However, if excluded loss or damage, as described in **(a)** through **(f)** above, results in an "accident" or "electronic circuitry impairment", we will pay only for the direct physical loss of or direct physical damage to Covered Property or expense caused by such "accident" or "electronic circuitry impairment".

c. The last paragraph of **1.b.(12) Other Types of Loss** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **(a)** through **(g)** above results in an "accident" or "electronic circuitry impairment", we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that "accident" or "electronic circuitry impairment" (if such "accident" or "electronic circuitry impairment" is otherwise covered under this Coverage Part).

For purposes of this endorsement, the following amendments are made to **1. Exclusions** of the **Business Income and Extra Expense Coverage Form:**

a. The third to the last paragraph in **1.a.(8) Certain Electronic Data Processing Related Losses** is deleted and replaced with the following:

However, if excluded loss or damage, as described in **(a)** through **(f)** above, results in an "accident" or "electronic circuitry impairment", we will pay only for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by such "accident" or "electronic circuitry impairment".

b. The last paragraph of **1.b.(12) Other Types of Loss** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **(a)** through **(g)** above results in an "accident" or "electronic circuitry impairment", we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that "accident" or "electronic circuitry impairment" (if such "accident" or "electronic circuitry impairment" is otherwise covered under this Coverage Part).

The following are added to **1. Exclusions** of the **Commercial Property Coverage Form** and the **Business Income and Extra Expense Coverage Form**:

a. We will not pay for loss, damage, or expense caused by or resulting from:

(1) Your failure to use all reasonable means to protect Covered Property from damage following an "accident" or "electronic circuitry impairment".

(2) Any defect, programming error, programming limitation, computer virus, malicious code, loss of "electronic data and media data", loss of access, loss of use, loss of functionality, or other condition within or involving "electronic data and media data" or "digital art or media" of any kind. But if an "accident" or "electronic circuitry impairment" results, we will pay for the resulting loss, damage, or expense; or

(3) Any of the following tests:

(a) Hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or

(b) Electrical insulation breakdown test of any type on electrical equipment.

b. We will not pay for any loss or damage to animals.

c. With respect to Utility Services Coverage, we will also not pay for loss or damage caused by an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided under this endorsement) under **Section V – Definitions** of the **Business Income and Extra Expense Coverage Form** and **Section VI – Definitions** of the **Commercial Property Coverage Form** below; smoke; aircraft or "vehicles"; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice, or sleet; freezing; collapse; flood or earth movement.

d. With respect to Business Income, Extra Expense, and Utility Services Coverages, we will also not pay for:

(a) Loss caused by your failure to use due diligence and all reasonable means to resume business; or

(b) Any increase in loss resulting from an agreement between you and your customer or supplier.

e. We will not pay for loss, damage, or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":

Any mold, fungus, mildew, or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew, or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew, or yeast, spores, or toxins. However, this exclusion does not apply to spoilage of personal property that is "perishable stock", to the extent that spoilage is covered under Spoilage Coverage.

SECTION III – LIMITS OF INSURANCE

The following are added to the **Commercial Property Coverage Form**:

1. When coverage is provided on a "specific insurance" basis, the most we will pay for loss, damage, or expense in any "one accident" under Equipment and Technology Breakdown Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage. If no dollar amount is shown in the Declarations, the limit for this Additional Coverage is equal to and included in the respective Limits of Insurance shown for Building or Business Personal Property Coverage at the building where the "accident" or "electronic circuitry impairment" takes place.

However, when a covered Equipment and Technology Breakdown loss occurs at a building or buildings insured on a "blanket basis", the most we will pay for such loss is the sum of all Building or Business Personal Property limits at buildings which are included in the blanket and which have Equipment and Technology Breakdown Coverage, as shown in the Declarations. Limits for buildings and locations not included in the blanket are not part of the total available limits for Equipment and Technology Breakdown coverage.

For Equipment and Technology Breakdown Coverage, if a stated dollar amount is shown in the Declarations, that is the most we will pay for any "one accident" regardless of any blanket coverage on the policy.

If "one accident" occurs at a building and causes subsequent damages to another building shown in the Declarations where Equipment and Technology Breakdown Coverage does not apply, we will pay for the subsequent damage to that building, subject to the Limit of Insurance shown in the Declarations for that damaged building.

Coverage provided under this endorsement does not increase and is not in addition to any other Limit of Insurance.

2. If a Limit of Insurance is shown in the Declarations:

a. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Expediting Expenses Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of buildings impacted. This limit is part of, and not in addition to, the total Building or Business Personal Property Limits at the location where the "accident" or "electronic circuitry impairment" occurs.

b. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Hazardous Substances Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of buildings impacted. This limit is part of, and not in addition to, the total Building or Business Personal Property Limits at the location where the "accident" or "electronic circuitry impairment" occurs.

c. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Spoilage Coverage, is the Limit of Insurance shown in the Declarations for this Additional Coverage, regardless of the number of buildings impacted. This limit is part of, and not in addition to, the total Building or Business Personal Property Limits at the location where the "accident" or "electronic circuitry impairment" occurs.

d. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Ammonia Contamination Coverage, is the Limit of Insurance shown in the Declarations for this Additional Coverage regardless of the number of buildings impacted. This limit is part of, and not in addition to, the total Building or Business Personal Property Limits at the location where the "accident" or "electronic circuitry impairment" occurs.

e. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Data Restoration Coverage, is the Limit of Insurance shown in the Declarations for this Additional Coverage regardless of the number of buildings impacted. This limit is part of, and not in addition to, the total Building or Business Personal Property Limits at the location where the "accident" or "electronic circuitry impairment" occurs.

f. The most we will pay in any "one accident" under Equipment and Technology Breakdown – Off Premises Equipment and Technology Breakdown Coverage is the Limit of Insurance shown in the Declarations for this Additional Coverage. Any cost to research, replace, and restore lost "electronic data and media data" contained within "covered equipment" as provided in this coverage is included within the limit for Equipment and Technology Breakdown – Data Restoration Coverage as described in **(2)(e)** above. This limit is part of, and not in addition, to the total Building or Business Personal Property Limits at all locations where equipment breakdown coverage applies as shown in the Declarations.

g. The most we will pay in any "one accident" at a scheduled location under Equipment and Technology Breakdown – Green Coverage, is the Limit of Insurance shown in the Declarations for this Additional Coverage regardless of the number of buildings impacted. This limit is part of, and not in addition to the total Building or Business Personal Property Limits at the location where the "accident" occurs.

The following are added to the **Business Income and Extra Expense Coverage Form**, if included as part of this policy:

1. When coverage is provided on a "specific insurance" basis, the most we will pay in any "one accident" under Equipment and Technology Breakdown – Business Income and Extra Expense Coverage is the Limit of Insurance that applies to Business Income or Extra Expense at the building shown in the Declarations for the building where the loss, damage, or expense occurs.For any buildings insured with the actual loss sustained option, such option will apply only to the direct loss of income attributed to that specific building where the actual loss sustained option applies.

However, when a covered Equipment and Technology Breakdown loss occurs at a building or buildings insured on a "blanket basis", the most we will pay for such loss is the sum of all Business Income and Extra Expenses limits at buildings which are included in the blanket and which have Equipment and Technology Breakdown Coverage, as shown in the Declarations. Business Income and Extra Expense limits for buildings and locations not included in the blanket are not part of the total available limits for Equipment and Technology Breakdown.

If "one accident" occurs at a building and causes subsequent Business Income loss or Expense to another building shown in the Declarations where Equipment and Technology Breakdown Coverage does not apply, we will pay for the subsequent Business Income Loss or Expense to that building, subject to the Business Income or Expense Limit of Insurance shown in the Declarations for that damaged building.

Coverage provided under this endorsement does not increase and is not in addition to any other Limit of Insurance.

2. The most we will pay in any "one accident" under Equipment and Technology Breakdown – Utility Services Coverage is the total Limit of Insurance that applies to Utility Services – Business Income and Extra Expense Coverage at the location at which the "accident" occurs. This limit is part of, and not in addition to the total Business Income and Extra Expense Limits at the location where the "accident" occurs.

3. The most we will pay in any "one accident" under Equipment and Technology Breakdown – Public Relations Coverage is $5,000 regardless of the number of buildings impacted. This limit is part of, and not in addition to the total Business Income and Extra Expense Limits at the location where the "accident" occurs.

SECTION IV – DEDUCTIBLES

For purposes of this endorsement, **Section IV – Deductibles** of the **Commercial Property Coverage Form** is deleted and replaced by the following:

APPLICATION OF DEDUCTIBLES

a. Property Damage Deductibles:

(1) DOLLAR DEDUCTIBLES

We will not pay for loss, damage, or expense resulting from any "one accident" or "electronic circuitry impairment" until the amount of loss, damage, or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss, damage, or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

(2) PERCENTAGE OF LOSS DEDUCTIBLES

If a Deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage, or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum Deductible, the minimum Deductible will be the applicable Deductible.

If one "accident" or "electronic circuitry impairment" results in loss or damage at more than one location, the Deductible or waiting period will apply separately to loss or damage at each location that has sustained loss or damage.

The following are added to **Section I – Coverages** of the **Business Income and Extra Expense Form**:

1. OPTIONAL BUSINESS INCOME DEDUCTIBLES

a. If option **2.** or **3.** below is shown in the Declarations, such option replaces any applicable waiting period.

b. If a building shown in the Declarations includes Business Income, Business Income and Extra Expense, or Extra Expense Coverage, any covered Business Income loss or Extra Expense incurred attributable to the equipment and technology breakdown "accident" or "electronic circuitry impairment" to "covered equipment" is subject to the Business Income waiting period applicable to such building unless a separate waiting period or deductible for Equipment and Technology Breakdown Business Income is shown in the Declarations.

2. TIME DEDUCTIBLE

If a time Deductible is shown in the Declarations, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

3. MULTIPLE OF AVERAGE DAILY VALUE (ADV)

If a Deductible is expressed as a number times ADV, that amount will be calculated as follows:

a. The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income Coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".

b. The number indicated in the policy will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

If one "accident" or "electronic circuitry impairment" results in loss or damage at more than one location, the Deductible or waiting period will apply separately to loss or damage at each location that has sustained loss or damage.

SECTION IV – CONDITIONS of the **Business Income and Extra Expense Coverage Form**

SECTION V – CONDITIONS of the **Commercial Property Coverage Form**

PROPERTY LOSS CONDITIONS of the **Commercial Property Coverage Form**

The following is added:

ENVIRONMENTAL, SAFETY, AND EFFICIENCY IMPROVEMENTS

If "covered equipment" requires replacement due to direct physical loss of or direct physical damage caused by or resulting from an equipment breakdown "accident" or "electronic circuitry impairment", we will pay your additional cost to replace the damaged "covered equipment" with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to repair or replace "covered equipment" with like kind and quality. This condition does not increase any of the applicable Limits of Insurance or the "period of restoration" as respects Business Income or Extra Expense. This condition does not apply to any property to which "actual cash value" applies.

SECTION IV – CONDITIONS of the Business Income and Extra Expense Coverage Form

SECTION V – CONDITIONS of the Commercial Property Coverage Form

PROPERTY GENERAL CONDITIONS of the Commercial Property Coverage Form

The following are added:

1. **SUSPENSION**

   a. Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend coverage under this endorsement for that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

   (1) Your last known address as shown in the Declarations; or

   (2) The address where the "covered equipment" is located.

   b. Once suspended, your insurance can only be reinstated by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective on the date in which our notice is mailed or delivered to you, even if we have not yet made or offered a refund.

2. **JURISDICTIONAL INSPECTIONS**

   If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

SECTION V – DEFINITIONS of the Business Income and Extra Expense Coverage Form

SECTION VI – DEFINITIONS of the Commercial Property Coverage Form

The following are added:

1. "Accident" means direct physical loss of or direct physical damage to "covered equipment" that necessitates its repair or replacement due to:

   a. Failure of pressure or vacuum equipment;

   b. Mechanical breakdown including rupture or bursting caused by centrifugal force;

   c. Artificially generated electrical current, including electrical arcing that damages electrical devices, appliances, or wires; or

   d. Explosion of:

   (1) Steam boiler;

   (2) Electric steam generator;

   (3) Steam piping;

   (4) Steam turbine; or

   (5) Moving or rotating machinery when such explosion is caused by centrifugal force, unless such loss or damage is otherwise excluded within this policy.

   "Accident" does not mean or include:

   e. Fire, including water or other means used to extinguish the fire;

f. Malfunction, misalignment, miscalibration, tripping off line, or any condition which can be corrected by resetting, tightening, adjusting, or cleaning or by the performance of maintenance;

g. Combustion explosion;

h. Discharge of molten material from equipment including the heat from such discharged materials;

i. Lightning;

j. Depletion, deterioration, rust, corrosion, erosion, settling, or wear or tear, or any other gradually developing condition;

k. Defect, programming error, programming limitation, computer virus, malicious code, loss of "electronic data and media data", loss of access, loss of use, loss of functionality, or other condition within or involving "electronic data and media data" of any kind;

l. Leakage at any valve, fitting, shaft seal, gland packing, joint, or connection;

m. Damage to any structure or foundation supporting the "covered equipment" or any of its parts;

n. Any loss or damage caused by or resulting from any type of electrical insulation breakdown test;

o. Any loss or damage caused by or resulting from any type of hydrostatic, pneumatic, or gas pressure test;

p. The functioning of any safety or protective device; or

q. The cracking of any part on an internal combustion turbine exposed to the products of combustion.

2. "Blanket insurance" means Coverage provided for one or more types of property or coverages under one or more combined limit(s).

3. "Covered equipment" means, unless otherwise provided in this policy:

a. Covered Property:

(1) That generates, transmits, controls, or utilizes energy, including electronic communications and "electronic data processing equipment"; or

(2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

b. None of the following is "covered equipment":

(1) Any structure, foundation, cabinet, or compartment supporting or building containing the "covered equipment" or part of the "covered equipment" including penstock, draft tube, or well casing;

(2) Any insulating or refractory material;

(3) Any underground vessels or piping, any waste, drainage or sewer piping, or any piping, valves, or fittings forming a part of a sprinkler or fire suppression system;

(4) Water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;

(5) "Vehicle" or any "covered equipment" mounted on or used solely with a "vehicle";

(6) Cyclotron used for other than medical purposes, satellite, or spacecraft including any "covered equipment" mounted on or used solely with any satellite or spacecraft;

(7) Any dragline, excavation, or construction equipment including any "covered equipment" that is mounted on or used solely with any one or more draglines, excavation, or construction equipment;

(8) Any equipment manufactured by you for sale;

(9) Electronic data;

(10) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(11) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or other appropriate and approved code;

(12) Catalyst; or

(13) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part, or tool subject to periodic replacement.

4. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips, and disk drives.

5. "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in **a.**, **b.**, and **c.** below.

a. We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".

b. The "covered equipment" must be owned or leased by you or operated under your control.

c. None of the following is an "electronic circuitry impairment":

(1) Any condition that can be reasonably remedied by:

(a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries, or cleaning;

(b) Rebooting, reloading, or updating software or firmware; or

(c) Providing necessary power or supply.

(2) Any condition caused by or related to:

(a) Incompatibility of the "covered equipment" with any software or equipment installed, introduced, or networked within the prior 30 days; or

(b) Insufficient size, capability, or capacity of the "covered equipment".

(3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

6. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

7. "One accident" means, if an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one accident". All "accidents" or "electronic circuitry impairments" at any one premises that manifest themselves at the same time and are the direct result of the same "accident" or "electronic circuitry impairment" will be considered "one accident".

8. "Perishable stock" means personal property:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to loss or damage if the controlled conditions change.

9. "Production machinery" means any machine or apparatus that processes or produces a product intended for use or sale, including any "covered equipment" that is mounted on or used solely with any one or more production or process machine(s) or apparatus. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a moveable plunger or piston.

10. "Recognized environmental standards program" means one of the following:

a. The United States Environmental Protection Agency ENERGY STAR® program;

b. The U.S. Green Building Council LEED® program;

c. The Green Building Initiative GREEN GLOBES® program; or

d. Any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.

11. "Specific insurance" means Coverage provided for each item of insurance (for example, each building) under a separate Limit of Insurance.

12. "Transmission lines" means all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

13. "Vehicle" means any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, a car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor, or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

The following is added to the **Business Income and Extra Expense Coverage Form**:

"Actual cash value" (also shown as ACV) means the amount it would cost to repair or replace, on the date of loss, with material of like kind and quality, with reasonable deduction for physical depreciation and obsolescence, but in no event more than the fair market value. Unless otherwise provided by this Coverage Part, we may deduct expense depreciation subject to state, local, or other jurisdictional law. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, labor and services necessary to replace, repair, or rebuild damaged property. If expense depreciation is applied to loss for damaged property, we shall provide a written explanation as to how the expense depreciation was calculated.

The following is added to the **Commercial Property Coverage Form**:

"Period of restoration" means the period of time that:

a. Begins:

(1) Unless a different time period is shown in the Declarations, 72 hours after the time of direct physical loss of or direct physical damage for Business Income Coverage; or

(2) Immediately after the time of direct physical loss of or direct physical damage for Extra Expense Coverage;

caused by or resulting from a Covered Cause of Loss at the location shown in the Declarations; and

b. Ends on the earlier of:

(1) The date when the property at the location shown in the Declarations should be repaired, rebuilt, or replaced with reasonable speed and similar quality;

(2) The date when business is resumed at a new permanent location; or

(3) Exhaustion of the number of consecutive months shown in the Declarations.

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

c. Regulates the construction, use or repair, or requires the tearing down, of any property; or

d. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW – EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGE

The following is added to **4. Additional Coverages**:

ORDINANCE OR LAW – EQUIPMENT COVERAGE

(1) Subject to **(2)** below, if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law.

(2) If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:

(a) The cost to reclaim the refrigerant as required by law;

(b) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and

(c) The increased cost to recharge the system with a non-CFC refrigerant.

(3) The terms of this coverage apply separately to each piece of covered equipment.

(4) We will not pay under this endorsement for the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot, or bacteria.

(5) Loss to the equipment will be determined as follows:

(a) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(i) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or

(ii) The Limit of Insurance shown in the Declarations as applicable to the covered Building or Business Personal Property.

(b) If the equipment is not repaired or replaced, we will not pay more than the lesser of:

(i) The "actual cash value" of the equipment at the time of loss; or

(ii) The Limit of Insurance shown in the Declarations as applicable to the Building or Business Personal Property.

(c) We will not pay for loss due to any ordinance or law that:

(i) You were required to comply with before the loss, even if the equipment was undamaged; and

(ii) You failed to comply with.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Ordinance or Law – Equipment Coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

The following is added to **4. Additional Coverages** but only with respect to buildings where a Limit of Insurance is shown in the Declarations for Ordinance or Law Coverage:

ORDINANCE OR LAW COVERAGE

The following Additional Coverages apply only to covered buildings written on a replacement cost basis.

(1) APPLICATION OF COVERAGE(S)

The Additional Coverage for Ordinance or Law Coverage provided by this endorsement applies only if both item **(a)** and **(b)** are satisfied and are then subject to the qualifications set forth in **(c)** below.

(a) The ordinance or law:

(i) Regulates the demolition, construction, or repair of buildings, or tenants' improvements and betterments, or establishes zoning or land use requirements at the described premises; and

(ii) Is in force at the time of loss.

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

(b) The building or tenants' improvements and betterments sustain direct physical loss or direct physical damage:

(i) That is covered under this policy and as a result of such direct physical loss or direct physical damage, you are required to comply with the ordinance or law; or

(ii) That is both covered under this policy and not covered under this policy, and as a result of the building or tenants' improvements and betterments direct physical loss or direct physical damage in its entirety, you are required to comply with the ordinance or law.

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

(c) If coverage applies under this endorsement based on **(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2, and/or 3 of this endorsement. Instead, we will pay a proportion of such loss. The proportion of such loss that we will pay is the proportion that the covered direct physical loss or direct physical damage bears to the total direct physical loss or direct physical damage.

However, if the covered direct physical loss or direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **(a)**, **(b)**, and/or **(c)** above.

(2) We will not pay under this endorsement for:

(a) Enforcement of or compliance with any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread, or any activity of "fungi", wet rot or dry rot, or bacteria; or

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

(c) Any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

(3) COVERAGE

(a) COVERAGE 1 – COVERAGE FOR LOSS TO THE UNDAMAGED PORTION OF THE BUILDING OR TENANTS' IMPROVEMENTS AND BETTERMENTS

(i) SPECIFIC INSURANCE

With respect to the building or tenants' improvements and betterments insured on a "specific insurance" basis that has sustained covered direct physical loss or direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building or tenants' improvements and betterments as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building or tenants' improvements and betterments. Coverage 1 is subject to **(4)(b)(i) Specific Insurance** below.

(ii) BLANKET INSURANCE

With respect to the building or tenants' improvements and betterments insured on a "blanket insurance" basis that has sustained covered direct physical loss or direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building or tenants' improvements and betterments as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building or tenants' improvements and betterments. Coverage 1 Limit of Insurance is subject to **(4)(b)(ii) Blanket Insurance** below.

Coverage 1 is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage 1 does not increase the Limit of Insurance.

(b) COVERAGE 2 – DEMOLITION COST COVERAGE

With respect to the building and tenants' improvements and betterments that have sustained covered direct physical loss or direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

If Coinsurance applies to this policy, it does not apply to Demolition Cost Coverage.

(c) COVERAGE 3 – INCREASED COST OF CONSTRUCTION COVERAGE

(i) With respect to the building and tenants' improvements and betterments that have sustained covered direct physical loss or direct physical damage, we will pay the increased cost to:

i. Repair or reconstruct damaged portions of that building or tenants' improvements and betterments; and/or

ii. Reconstruct or remodel undamaged portions of that building or tenants' improvements and betterments, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

iii. Coverage 3 applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

iv. We will not pay for the increased cost of construction if the building or tenants' improvements and betterments are not repaired, reconstructed, or remodeled.

If Coinsurance applies to this policy, it does not apply to Increased Cost of Construction Coverage.

(ii) When a building is damaged or destroyed and Coverage 3 applies to that building in accordance with **(c)(i)** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **(c)(i)** above:

i. The cost of excavations, grading, backfilling, and filling;

ii. Pilings; and

iii. Underground pipes, flues, and drains.

The items listed in **i.** through **iii.** above are deleted from **2. Property Not Covered**, but only with respect to the coverage described in **(c)(ii)** above.

(4) LOSS PAYMENT

(a) Loss payment provisions **(b)** and **(c)** below, are subject to the apportionment procedure set forth in **(1)(c)** above.

(b) When there is a loss in value of an undamaged portion of a building or tenants' improvements and betterments to which Coverage 1 applies, the loss payment for that building or tenants' improvements and betterments, including damaged and undamaged portions, will be determined as follows:

(i) SPECIFIC INSURANCE

i. If the property is insured on a "specific insurance" basis and such building or tenants' improvements and betterments are being repaired or replaced on the same or another premises, we will not pay more than the lesser of:

01. The amount you would actually spend to repair, rebuild, or reconstruct such building or tenants' improvements and betterments, but not for more than the amount it would cost to restore the building or tenants' improvements and betterments on the same premises and to the same height, floor area, style, and comparable quality of the original property insured; or

02. The Limit of Insurance shown in the Declarations as applicable to the covered building or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)

ii. If the property is insured on a "specific insurance" basis and such building is not repaired or replaced, or if the Replacement Cost option doesn't apply, we will not pay more than the lesser of:

01. The "actual cash value" of such building at the time of loss; or

02. The Limit of Insurance shown in the Declarations as applicable to the covered building or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)

03. If the tenants' improvements and betterments are not repaired or replaced, we will pay based on a proportion of your original cost of the tenants' improvements and betterments. We will determine the proportionate value as follows:

0a. Multiply the original cost by the number of days from the direct physical loss or direct physical damage to the expiration of the lease; and

0b. Divide the amount determined in **0a.** 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 the procedure.

(ii) BLANKET INSURANCE

i. If the property is insured on a "blanket insurance" basis and the building or tenants' improvements and betterments are being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

01. The amount you actually spend to repair, rebuild, or reconstruct such building or tenants' improvements and betterments, but not for more than the amount it would cost to restore the building or tenants' improvements and betterments on the same premises and to the same height, floor area, style, and comparable quality of the original property insured; or

02. The value individually stated for the covered building or tenants' improvements or betterments on the latest statement of values on file with us. If, at the time of loss, there is no statement of values on file with us or the value for the covered building or structure or tenants' improvements or betterments is not individually stated on the latest statement of values on file with us, the value of the building or structure or tenants' improvements or betterments will be determined by multiplying:

0a. The total reported building and structure value or tenants' improvements or betterments; by

0b. The proportion that the square footage of the individual building or structure or tenants' improvements or betterments bears to the total square footage of all buildings and structures or tenants' improvements or betterments contemplated in the total reported building and structure or tenants' improvements or betterments values.

ii. If the property is insured on a "blanket insurance" basis and such building or tenants' improvements or betterments are not repaired or replaced, we will not pay more than the lesser of:

01. The "actual cash value" of the building at the time of loss; or

02. The value individually stated for the covered building on the latest statement of values on file with us. If, at the time of loss, there is no statement of values on file with us or the value for the covered building or structure is not individually stated on the latest statement of values on file with us, the value of the building or structure will be determined by multiplying:

0a. The total reported building and structure value; by

0b. The proportion that the square footage of the individual building or structure bears to the total square footage of all buildings and structures contemplated in the total reported building and structure value.

03. If the tenants' improvements and betterments are not repaired or replaced, we will pay based on a proportion of your original cost of the tenants' improvements and betterments. We will determine the proportionate value as follows:

0a. Multiply the original cost by the number of days from the direct physical loss or direct physical damage to the expiration of the lease; and

0b. Divide the amount determined in **0a.** 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 the procedure.

(c) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages 2 and 3 in the Declarations. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

(i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

(ii) With respect to the Increased Cost of Construction:

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

01. Until the property is actually repaired or replaced, at the same or another premises; and

02. Unless the repair or replacement is made as soon as reasonably possible after the direct physical loss or direct physical damage, not to exceed two years. We may extend this period in writing during the two years.

ii. If the building or tenants improvements and betterments are repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

iii. If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(6) Example of Proportionate Loss Payment for Ordinance or Law Coverage losses (procedure as set forth in **(1)(c)** above).

Assume:

Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;

The building has a value of $200,000;

Total direct physical damage to building: $100,000;

The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;

Portion of direct physical damage that is covered (caused by wind): $30,000;

Portion of direct physical damage that is not covered (caused by flood): $70,000; and

Loss under Ordinance or Law Coverage 3 of this endorsement: $60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$30,000 divided by $100,000 = .30

Step 2: Apply that proportion to the ordinance or law loss.

$60,000 x .30 = $18,000

In this example, the most we will pay under this endorsement for Coverage 3 loss is $18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

The same procedure applies to losses under Coverage 1 and 2 of this endorsement.

SECTION IV – DEDUCTIBLES

The following is added:

No Deductible applies to Ordinance or Law Coverage.

SECTION VI – DEFINITIONS

The following are added:

1. "Specific insurance" has the following meaning:

"Specific insurance" covers each item of insurance (for example, each building) under a separate Limit of Insurance.

2. "Blanket insurance" has the following meaning:

"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.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION I – COVERAGES

For purposes of this endorsement, **1.a.** is deleted and replaced by the following:

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

(1) Completed additions;

(2) Fixtures, outside of individual units, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery; and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service a building or structure or its premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering that are not contained within individual units;

(5) If not covered by other insurance:

(a) Additions under construction, alterations, and repairs to a building or structure shown in the Declarations.

(b) Materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a location shown in the Declarations, used for making additions, alterations, or repairs to a building or structure.

(6) Building glass, meaning glass that is part of a building or structure. Building glass does not include "specialty glass". We will also pay for the following glass expenses:

(a) Expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed; and

(b) Expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

(7) Bridges not exceeding 30 feet in length, roadways, walks, patios, or other paved surfaces.

(8) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements, and alterations that are a part of a building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody, or control of a unit-owner except for personal property listed in **a.(8)** above.

For purposes of this endorsement, **1.b.(5)** is deleted and replaced by the following:

(5) Business Personal Property includes:

(a) Property you own that is used in your business or owned indivisibly by all unit-owners;

(b) Property of others that is in your care, custody, or control, except as limited in **d.(3)(b)** under **Section V – Conditions, Property Loss Conditions**, **5. Loss Payment and Valuation**. This includes your interest in the labor, materials, or services furnished or arranged by you on personal property of others;

(c) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody, or control as covered below.

This also includes property of others that is in your care, custody, or control except as otherwise provided in **d.(3)(b)** under **Section V – Conditions**, **Property Loss Conditions**, **5. Loss Payment and Valuation**.

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

The following is added to **5.d.(1)**:

Personal property owned indivisibly by all unit-owners and the property covered under **a.(8)** of **Section I – Coverages** of this endorsement are not considered to be the personal property of others.

The following is added to **5.f.**:

If you name an insurance trustee, we will adjust the losses with you, but will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

The following is added:

1. UNIT-OWNERS INSURANCE

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with other such insurance.

2. WAIVER OF RIGHTS OF RECOVERY

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1.** of the **Commercial Property Coverage Form**:

CYBER INCIDENT

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

But if a cyber incident results in fire or explosion damage to Covered Property, we will pay for the direct physical loss of or direct physical damage to Covered Property caused by that fire or explosion (if fire or explosion would otherwise be covered under this Coverage Part).

Cyber incidents include but are not limited to:

(a) Unauthorized access to or use of any computer system or computer software (including electronic data);

(b) Malicious code, virus, or any other harmful code that is directed at, enacted upon, or introduced into any computer system or computer software (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent, or restrict access to, or the use of, any part of any computer system or computer software (including electronic data), or otherwise disrupt their normal functioning or operation;

(c) Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system or computer software (including electronic data), or otherwise disrupts their normal functioning or operation.

Cyber incidents are not considered acts of vandalism and, accordingly, no coverage applies under any existing vandalism coverage provided as part of this policy.

The following is added to **1.** of the **Business Income and Extra Expense Coverage Form**:

CYBER INCIDENT

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

But if a cyber incident results in fire or explosion damage to property, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by that fire or explosion (if fire or explosion would otherwise be covered under this Coverage Part).

Cyber incidents include but are not limited to:

(a) Unauthorized access to or use of any computer system or computer software (including electronic data);

(b) Malicious code, virus, or any other harmful code that is directed at, enacted upon, or introduced into any computer system or computer software (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent, or restrict access to, or the use of, any part of any computer system or computer software (including electronic data), or otherwise disrupt their normal functioning or operation;

(c) Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system or computer software (including electronic data), or otherwise disrupts their normal functioning or operation.

Cyber incidents are not considered acts of vandalism and, accordingly, no coverage applies under any existing vandalism coverage provided as part of this policy.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL LOSS NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SECTION V – CONDITIONS

PROPERTY LOSS CONDITIONS

Under **3. Duties In The Event Of Loss Or Damage**, item **a.(3)** is deleted and replaced by the following:

(3) Give us prompt notice of the loss or damage. Include a description of the property involved. With respect to loss caused by the peril of Windstorm or Hail, the notice must be within 365 days after the date of loss.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM

SCHEDULE

Location Number	Building Number	Protective Safeguards Symbols Applicable	Describe Any P-9
0001	0001	P-4	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

SECTION II – EXCLUSIONS AND LIMITATIONS

The following is added to **1. Exclusions**:

PROTECTIVE SAFEGUARDS

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

(1) Knew of any suspension or impairment in any protective safeguard, over which you had control, listed in the Schedule of this endorsement and failed to notify us of that fact; or

(2) Failed to maintain any protective safeguard, over which you had control, listed in the Schedule of this endorsement, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions, or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

SECTION V – CONDITIONS

PROPERTY GENERAL CONDITIONS

The following is added:

PROTECTIVE SAFEGUARDS

a. As a condition of this insurance, you are required to:

(1) Maintain the protective safeguards, over which you have control, in complete working order, listed in the Schedule of this endorsement;

(2) Actively engage and maintain in the ON position at all times any Automatic Fire Alarm or other automatic system listed in the Schedule of this endorsement; and

(3) Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule of this endorsement.

However, if part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions, or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

b. The protective safeguards to which this endorsement applies are identified by the following symbols:

(1) P-1 Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

(a) Any automatic fire protective or extinguishing system, including connected:

(i) Sprinklers and discharge nozzles;

(ii) Ducts, pipes, valves, and fittings;

(iii) Tanks, their component parts and supports; and

(iv) Pumps and private fire protection mains.

(b) When supplied from an automatic fire protective system:

(i) Non-automatic fire protective systems; and

(ii) Hydrants, standpipes, and outlets.

(2) P-2 Automatic Fire Alarm, protecting the entire building, that is:

(a) Connected to a central station; or

(b) Reporting to a public or private fire alarm station.

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

(4) P-4 Service Contract, with a privately owned fire department providing fire protection service to the described premises.

(5) P-5 Automatic Commercial Kitchen Fire Suppression System, including hoods, plenums, exhaust ducts, and fire extinguishing equipment, over cooking appliances; that is in compliance with both Underwriters Laboratories Standard 300 (UL 300) and National Fire Protective Association 96 (NFPA 96). The suppression system must be inspected and serviced semi-annually by an independent contractor, and the ventilating system must be cleaned quarterly by an independent contractor.

(6) P-9, the protective system shown in the Schedule of this endorsement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. Cap On Certified Terrorism Losses

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

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

B. Application Of Exclusions

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY

Terrorism Insurance Premium Disclosure And Opportunity To Reject

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed $100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is $200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

> [A]ny 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
>
> (i) to be an act of terrorism;
>
> (ii) to be a violent act or an act that is dangerous to
>
> - (I) human life;
> - (II) property; or
> - (III) infrastructure;
>
> (iii) to have resulted in damage within the United States, or outside of the United States in the case of
>
> - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
> - (II) 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.

REJECTING TERRORISM INSURANCE COVERAGE – WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line-item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
______________________________	______________________________	______________________________

Named Insured: Aspen Mountain Condominium Association Inc.

Policy Number: JKF (26) 69 90 00 61

Policy Effective/Expiration Date: From 11/21/2025 to 11/21/2026

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI, and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions, and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

This policy is signed on our behalf by:

Hamid Mirza
President

Damon P. Hart
Secretary