

**AXIS INSURANCE COMPANY**  
411 S. STATE ST, SUITE 1A NEWTOWN, PA 18940

**COMMON POLICY DECLARATION**

Policy Number  
**AXCM800003678 2019 0**

Renewal of Number: **AXCM800003678**

**Named Insured and Mailing Address**

COJA CORP  
C/O JUNE VEENSTRA  
83 LENOX ROAD  
WAYNE, NJ 07470

**PRODUCER - 165**

JAMES A CONNORS ASSOC INC  
225 MADISON AVENUE  
PO BOX 336  
MORRISTOWN, NJ 07963  
(973) 539-9300

**Policy Term:** From 09/06/2019 to 09/06/2020 12:01 A.M. Standard Time at your mailing address shown above.

**You are a: CORPORATION**

**Your Business/Operation:** 16 UNIT APARTMENT BUILDING

IN RETURN FOR 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. THERE ARE EXCLUSIONS,  
CONDITIONS AND LIMITATIONS CONTAINED IN THE POLICY FORMS AND ENDORSEMENTS.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM  
MAY BE SUBJECT TO ADJUSTMENT.**

(N/A MEANS NO COVERAGE)

**ADVANCE PREMIUM**

Commercial Property Coverage Part	\$	4,536
Commercial General Liability Coverage Part	\$	1,693
Commercial Inland Marine Coverage Part	\$	N/A
Commercial Crime Coverage Part	\$	N/A
Commercial Glass Coverage Part	\$	N/A
Certified Terrorism Coverage	\$	361
Total Advance Premium	\$	6,590
Surcharge NJ-PLIGA	\$	40

**COMMON POLICY DECLARATION****Policy No. AXCM800003678**

These Declarations together with the Forms and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

<b>Form Edition</b>	<b>Description</b>	
The following forms and endorsements are applicable to the Common Coverage Part		
AXIS 102 AIC (06/2015)	AXIS JACKET	
MCM 414 (01/2015)	Certified Terrorism Loss Coverage Disclosure	
MCM 418*(01/2015)	Non-Certified Acts of Terrorism Exclusions	
MCM 820*(08/2015)	Mandatory Endorsement - New Jersey	
SIPN-090*(01/16)	Notice to Policyholder - Boiler Inspections	
MCM 411 (01/2015)	Certified Terrorism Loss Coverage	\$ 361
The following forms and endorsements are applicable to the Commercial General Liability Coverage Part		
MCL 010* (10/2007)	General Liability Form	
MCL 143 (03/2014)	Data Breach Exclusion - Part II	
MCL 159 (06/2005)	Designated Premises Limitation	
MCL 178*(08/2000)	Exterior Insulation and Finish System Exclusion	
MCL 189*(04/2007)	Lead/Lead Contamination and Asbestos Exclusions - Liability	
MCL 191*(06/2002)	Sexual Abuse or Sexual Misconduct Exclusion	
MCL 193*(06/2005)	Contractors New York State Bodily Injury Limitation - Part II	
MCL 412 (08/2008)	Hired/NonOwned Automobile Liability	\$ 100
MCL 821*(06/2005)	Your Right to Loss Information	

The following forms and endorsements are applicable to the Commercial Property Coverage Part

MCP 010 (01/2008)	General Property Form
SIIL-7000*(09/11)	Software Loss Exclusion
SIIL-7001 (09/11)	Equipment Breakdown Coverage Schedule
MCP 011 (01/2005)	Supplemental Declarations
MCP 250 (01/2005)	Building Code/Law Coverage - Blanket Insurance
MCP 515	Deletes certain coverage for loss
MCP 520	Provides Replacement Coverage
SICP-7000 (09/11)	Building Code/Law Coverage Modifications
SICP-7005 (09/11)	Equipment Breakdown Coverage Form

\* Mandatory Forms

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07/26/2019

Countersignature Date

By:

  
Stan M. Geary  
Representative

**AXIS INSURANCE COMPANY**  
411 S. STATE ST, SUITE 1A NEWTOWN, PA 18940

**COMMERCIAL PROPERTY POLICY DECLARATION**

Policy Number  
**AXCM800003678 2019 0**

Renewal of Number: **AXCM800003678**

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**LOCATION, CONSTRUCTION AND OCCUPANCY OF PREMISES YOU OWN, RENT OR OCCUPY**

Prem No.	Bldg No.	1	Construction	Occupancy	File No.
3501 KENNEDY BOULEVARD	NORTH BERGEN, NJ	07047	2	0031	

**COVERAGES PROVIDED**

Premises	Building or Coverage Item #	Limits of Insurance	Coverage	Cause of Loss Options	Coinsurance Factor	Deductible	Premium
Prem No.	1	Bldg No. 1	1,397,030	Building	Expanded	80%	\$ 5,000 \$ 4,293
Prem No.	1	Bldg No. 1	103,000	Business Income/Extra Expense		100%	N/A \$ 243
				Total Premium		\$ 4,536	

**MORTGAGEE(S) & MAILING ADDRESS**

N/A

07/26/2019

Countersignature Date

By:

Representative

**AXIS INSURANCE COMPANY**  
411 S. STATE ST, SUITE 1A NEWTOWN, PA 18940

**COMMERCIAL GENERAL LIABILITY POLICY DECLARATION**

Policy Number

**AXCM800003678 2019 0**

Renewal of Number: **AXCM800003678**

**Named Insured and Mailing Address**

COJA CORP  
C/O JUNE VEENSTRA  
83 LENOX ROAD  
WAYNE, NJ 07470

**PRODUCER - 165**

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CONDITIONS AND LIMITATIONS CONTAINED IN THE POLICY FORMS AND ENDORSEMENTS.

LIMITS OF INSURANCE	(N/A MEANS NO COVERAGE)	
Each Occurrence Limit	\$ 1,000,000	
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 1,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Fire Legal Liability Limit	\$ 50,000	Any One Fire
Medical Expense Limit	\$ 5,000	Any One Person

**LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY**

Prem No. 1 Bldg No. 1  
3501 KENNEDY BOULEVARD NORTH BERGEN, NJ 07047

**ALL KNOWN EXPOSURES AT INCEPTION OF THE POLICY TERM ARE LISTED BELOW:**

<b>Classification</b>	<b>Code</b>	<b>Premium Basis</b>		<b>Advance Premium</b>	
		<b>Prem Ops</b>	<b>PR/CO</b>	<b>Prem Ops</b>	<b>PR/CO</b>
Prem No. 1 Bldg No. 1	0031	A) 12,000	R)	\$ 1,586	\$ 7
APARTMENT BUILDINGS - MORE THAN 4 FAMILIES - WITHO					
				Prem Ops and Pr/Co Premium	\$ 1,586
				Endorsement Premium	\$ 100
				Total Advance Premium	\$ 1,693

**This Policy Contains Aggregate Limits: See Part II D 2 for Details**

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07/26/2019

Countersignature Date

By:

  
John M. Geary

Representative

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# GENERAL PROPERTY FORM – MCP 010 01 08

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**YOUR POLICY INCLUDES:**

- The Declarations / Supplemental Declarations, Including Information About –
  - *You* and *Your* Business
  - The Locations and Property Items Covered
  - The Applicable Coverages
  - The Applicable General Limits and Deductible
  - The Applicable Special Limits and Factors
  - Who *We* are, and *Your* Insurance Representative
- This General Property Form – MCP 010.
- Additional Endorsements, if Applicable.

**THIS INSURANCE FORM INCLUDES:**

ITEM	PAGE
• Part I A – Main Property Coverages: <ul style="list-style-type: none"><li>• Coverage A – Buildings</li><li>• Coverage B – Business Personal Property</li><li>• Coverage C – Personal Property of Others</li><li>• Coverage D – Loss of Use from a <i>Direct Covered Loss</i></li></ul>	2
• Part I B – Supplemental Coverages	4
• Part I C – Cause of Loss Options	10
• Part I D – Property Exclusions / Limitations	12
• Part I E – Property Loss Limitations	13
• Part I F – Losses Not Insured	13
• Part I G – Special Conditions, Including – <ul style="list-style-type: none"><li>• Duties When Loss Occurs</li><li>• How Losses Are Settled</li><li>• Other Special Conditions, Including Vacancy, Unoccupancy, and Other Increase in Hazard</li></ul>	15
• Part I H – Glossary	16
• Part I – Common Conditions, Including – <ul style="list-style-type: none"><li>• Action or Suit Against <i>Us</i></li><li>• Cancellation / Termination</li><li>• Concealment / Misrepresentation / Fraud</li><li>• Coverage Territory</li><li>• Examination / Changes</li><li>• Other Insurance</li><li>• Other Conditions</li></ul>	19
• Part I – Common Exclusions	20
	21
	22

**DEFINITIONS AND WORD MEANINGS**

Words shown in *italics* are defined for the purposes of this insurance in Glossaries: See the Glossary and Part I C.

The word “Provisions,” refers to all or part of the text of this insurance contract – including agreements, conditions, exclusions, limits, limitations, and all other terms.

The meaning of other words / phrases not specifically defined in the Glossaries are to be found in their relevant conventional definition based on consideration of the context in which they are used in this policy.

**COVERAGE PARTS**

Part I – this coverage part – includes provisions relating to General Property Insurance for *your* buildings and / or business personal property. If included in this insurance contract, Part II relates to General Liability Insurance for covered operations and premises.



## PART I A • MAIN COVERAGES

### INSURING AGREEMENT

- A. We provide insurance for those of the following coverages for which a specific limit of liability and related premium charge is shown in the Declarations (the term "Declarations" also includes a Supplemental Declarations or any other similar form), subject to all applicable provisions. If a series of Declarations or Change Endorsements are issued, then this term means the current Declarations or Change Endorsement.

The term "described" used below (for example, described buildings) means described in the Declarations.

- B. Unless otherwise specifically provided in this policy, this insurance applies only to *covered loss* that takes place during the current policy term on the applicable described premises (the location / premises described in the Declarations).
- C. With respect to personal property covered by this policy (including any covered within the definition of or by Extension of Coverage A), coverage is extended to *covered loss* that also takes place outdoors (meaning not in a building) on, or within 100 feet of, the described premises.

### D. Insuring Agreement Qualification

The Coverages in this policy are subject to certain Exclusions and Limitations, including Part I Common Exclusions and Parts I D, E, and F.

### COVERAGE A • BUILDINGS / STRUCTURES

We cover described buildings (the general term buildings also includes other sorts of structures). Coverage A also includes the following property to the extent that such is part of, or incidental to the use of, described buildings:

1. Additions under construction.\*
2. Alterations or repairs.
3. Building equipment, fixtures, materials, and supplies, intended for use in alteration, construction, or repair of described buildings.\*
4. Completed additions.
5. Equipment, fixtures, and machinery permanently installed as part of described buildings.
6. Outdoor fixtures. For example, flag poles, ground lights, light standards.

\* Such property is covered by this policy only on an excess basis, if covered by other insurance.

### COVERAGE B • BUSINESS PERSONAL PROPERTY

We cover the following property located in or on described buildings:

1. Tangible personal property (including equipment, fixtures, and machines not subject to Coverage A) owned by *you* and used in *your* described business / operations.
2. Tangible personal property of others – but only to the extent of the value of the labor, materials, and supplies provided by *you* in connection with such property.

3. Tenant's improvements and betterments. This means *your* remaining use interest in additions, alterations, fixtures, and installations, not legally removable by *you*, that are both: made part of a building that *you* occupy (but do not own) and acquired or made at *your* expense.

This coverage applies only if the cost of such property is not included in *your* rent and repair or replacement is at *your* expense.

### COVERAGE C • PERSONAL PROPERTY OF OTHERS

We cover tangible personal property of others, located in or on described buildings, in *your* care, control, or custody in connection with *your* described business / operations.

*Our* payment under this coverage is solely for the account of the owner of such tangible personal property. Such beneficiary must comply with all relevant loss settlement and other conditions.

### COVERAGE D • LOSS OF USE RESULTING FROM DIRECT COVERED LOSS

- A. We cover *your* loss of Business Income / Extra Expense, as described in the following paragraphs, that is the direct result of a *direct covered loss* that results in either:
1. The necessary interruption of *your* described business / operations; or
  2. The described premises being made incapable of being occupied.

We also cover such loss if access to the described premises is prohibited by order of any civil authority. This order must result from fortuitous direct physical loss to property at a premises other than the described premises (provided such other premises / property is not occupied or owned by *you*) caused by an applicable cause of loss covered under this policy.

#### B. Coverage Description

1. The following coverages apply as described in the Declarations:

- a. If Coverage D: Business Income (D.1) and Extra Expense (D. 2).
- b. If Coverage D. 1: Business Income (Only).
- c. If Coverage D. 2: Extra Expense (Only).

#### 2. Coverage D. 1 – Business Income

We cover *your* following loss of Business Income, as described, to the extent that such would otherwise be earned or incurred by *your* business / operations had the *direct covered loss* not occurred.

- a. **Net Income** – *Your* loss of net income (net profit or loss before income taxes) plus continuing necessary normal operating expenses to the extent that such would exist had the *direct covered loss* not occurred.

- b. **Rental Income** – *Your* loss of rents from tenant occupancies (that *you* rent or customarily hold for rental to others under written leases) plus continuing expenses that are the obligation of tenants, under

such leases, but which become *your* obligation because of the *direct covered loss*.

Coverage D. 1 does not extend to any expenses that do not continue, or need not continue, during the applicable coverage period.

### **3. Coverage D. 2 – Extra Expense**

We cover any sort of necessary reasonable expenses that *you* incur in order:

- a. To continue, to the extent feasible, *your* normal business / operations at the same capability and quality of service as would otherwise exist had the *direct covered loss* not occurred – whether continued at the described premises or elsewhere (a replacement or temporary location); or
- b. To minimize the period of interruption if *you* cannot continue *your* normal business / operations at the same capability and quality of service as would otherwise exist had the *direct covered loss* not occurred.

Extra expense means those increased expenses, incurred as described in the preceding paragraphs, that *you* would not otherwise incur in *your* normal business / operations had the *direct covered loss* not occurred – including the expenses to relocate at or equip and operate a replacement or temporary location.

### **4. Special Costs or Expenses**

We also cover any sort of special costs or increased expenses that *you* incur specifically to minimize or reduce *covered loss*: but not for an amount more than such costs or expenses reduce the amount *we* would be otherwise obligated to pay had *you* not incurred such costs or expenses.

### **5. Cancellation of Contract**

If the subject interruption or unoccupancy directly causes the cancellation, lapse, or suspension of a written agreement, contract, or lease, *we* also cover *your* loss of Business Income and / or Extra Expense directly arising out of such, provided that *you* can demonstrate that *you* otherwise would have been able to satisfy and meet all the requirements of the agreement, contract, or lease had the *direct covered loss* not occurred.

This does not apply to any loss of Business Income and / or Extra Expense that may continue beyond the applicable coverage period.

## **C. Coverage Period(s)**

### **1. Basic Period of Indemnity**

*Our* obligation begins on the date of the *direct covered loss* and ends on the date that (a) or (b) ends, whichever is the shorter period:

- a. The period required with diligence and ongoing effort to restore *your* covered business / operations to substantially the same capability and quality of service that existed immediately prior to the *direct covered loss*; or

- b. The period required with diligence and ongoing effort to repair, replace, or restore the damaged property for the same purpose and occupancy.

But, if *you* occupy a premises owned by others and do not have control of its repair or restoration then: *we* provide coverage (if required) beyond this period for the additional time required to effect such repair, replacement, or restoration or 90 days, whichever one is the shorter period.

### **2. Civil Authority – Special Period of Indemnity**

*Our* obligation for *covered loss* caused by order of any civil authority begins on the date of the order prohibiting access and runs for 14 consecutive days or the end of the period that access is denied, whichever one is the shorter period.

### **3. Electronic Media – Special Period of Indemnity**

We cover *your* loss of Business Income, up to a period not exceeding 60 consecutive days (subject to the preceding Paragraph 1), if *direct covered loss* to electronic media causes or contributes to such loss: any additional loss beyond such period caused by the failure to replace or restore electronic media is not covered by *us*.

Electronic media are: (a) any sort of electronic data processing, recording, or storage media, including the data stored on such media; (b) programming records used for electronic data processing or electronically controlled equipment.

If MCP 501 along with a number is listed in the Declarations, the number “60” above is replaced by the number shown for the subject described premises.

### **4. Extended Period of Indemnity**

To assist *you* in *your* recovery after the end of the basic period, *we* extend coverage (if required) for up to an additional 30 consecutive days beyond the basic period described in the preceding Paragraph 1.

If MCP 502 along with a number is listed in the Declarations, the number “30” above is replaced by the number shown for the subject described premises.

### **5. Policy Term Extension**

The described periods are not limited by expiration of the policy term.

### **6. Special / Extended Periods of Indemnity and Coverage D Limit**

The described extended / special periods do not increase the applicable limit.

## **D. Special Conditions**

1. *Your* business / operations, as referred to in this policy, means those activities and the associated expenses and income that are normal to *your* described business / operations at the described premises.
2. *You* are required to resume, in whole or in part, *your* normal business / operations as soon as possible and to the maximum extent feasible.

## E. Special Exclusions / Limitations

We do not cover expense or loss caused by or resulting from the following:

1. **Cancellation** – The cancellation or suspension of any agreement, contract, lease, or license, other than as provided for in Part I A, Coverage D, Item B. 4.
2. **Finished stock** – Loss to *finished stock* or the time required to reproduce *finished stock*: this does not apply to Extra Expense.

3. **Interference** – Delay caused by strikers (or others) with rebuilding, repairing, or replacing property or resuming *your* business / operations at the described premises, whether such delay arises at the described premises or elsewhere.

4. **Antennas** – Loss to antennas (including their lead-in wiring, masts, and towers): this is deleted if MCP 503 is listed in the Declarations.

## PART I B • SUPPLEMENTAL COVERAGES

### SUPPLEMENTAL COVERAGES – ADDITIONAL CONDITIONS

We provide the following Supplemental Coverages as extensions of the main coverages (but only when, and then to the extent that, such main coverages apply under this policy) subject to the following:

- A. These Supplemental Coverages do not modify or waive any provisions in this policy except to the extent specifically described: such are subject to all underlying provisions applicable in this policy, except to the extent specifically modified in Part I B.
- B. The limits shown for the following Supplemental Coverages are additional amounts of insurance unless otherwise indicated. However, these special limits are not increased or added together because we provide multiple coverages or cover multiple locations in one or more policies.
- C. If the Supplemental Coverage is keyed to a percentage of the underlying main coverage and such coverage is provided on multiple items at different limits, then:
  1. If the Supplemental Coverage can be keyed to a specific described item, we use the coverage limit for that item as the basis limit.
  2. If the Supplemental Coverage cannot be keyed to a specific described item, we use the single greatest limit provided in this policy for that coverage as the basis limit.
- D. If the Supplemental Coverage is keyed to property subject to different causes of loss, then:
  1. If the Supplemental Coverage can be keyed to a specific described item, we use the causes of loss for that item.
  2. If the Supplemental Coverage cannot be keyed to a specific described item, we use the most relevant causes of loss at the described premises for the subject property: if at a newly acquired location, we use the most relevant causes of loss at the described premises for the subject property.
- E. The Coinsurance Condition is not applicable to these Supplemental Coverages, except where specifically stated. However, any additional amounts of insurance applicable to the Supplemental Coverages may not be used to satisfy the Coinsurance Condition requirements for the underlying main coverage.

### I. ACCOUNTS RECEIVABLE COVERAGE

A. We cover, up to the applicable limit shown in the Supplemental Declarations, loss arising out of *your* inability to collect on accounts receivable / credit card billings because of *covered loss* to records of such accounts. This covers all sums due *you* from customers which are uncollectible because of such loss. This also includes *your* increased collection expenses as well as other reasonable necessary expenses incurred by *you* to replace or restore these records.

Parts I E and I F (other than 8 and 12.A) do not apply.

#### Coverage does not apply to loss:

1. Due to accounting, billing, or bookkeeping error or omission; or
2. Where proof is dependent upon an audit, or inventory computation. But such audit can be used in support of a claim which *you* prove through other sources.

#### B. Deductible

1. A \$250 deductible applies to this coverage unless MCP 510 is listed in the Declarations: if MCP 510 is applicable, the general deductible amount shown in the Declarations applies to this coverage.
2. If a specific separate deductible amount is specified for this coverage in the Declarations, such specific deductible applies (the preceding paragraph does not apply in such cases).

#### C. This Supplemental Coverage applies only in connection with Coverage B.

### 2. AUTOMATIC INCREASE / PEAK SEASON COVERAGES

A. **Automatic Increase** – The current limit of liability shown for Coverage A or Coverage B is increased on an annual pro rata basis by the factor shown in the Supplemental Declarations.

If no factor is shown in the Supplemental Declarations, then no automatic increase is applicable.

B. **Peak Season** – The current limit of liability shown for Coverage B is increased by the factor shown in the Supplemental Declarations during those periods of time during the year when it is *your* normal practice to increase

the amount of business personal property at the described premises because of customary seasonal or holiday sales.

**If no factor is shown in the Supplemental Declarations, then no peak season increase is applicable.**

- C. These increases do not apply to any Supplemental Coverages and are not applicable in determining the basis limit for the Supplemental Coverages.

**3. BUILDING EXTENSION COVERAGES**

**A. Glass Extension (Cause of Loss Options 3 and 5 Only)**

We cover, up to the applicable limits shown in the Supplemental Declarations, loss to glass (other than signs) that is part of a building. The “per item” limit applies separately to each pane, panel, plate (or multiple plate) and similar discrete item or unit.

If the loss is caused by any of the *specified causes of loss* (other than vandalism), or the building is constructed of glass curtain walls, the special limits do not apply.

This Supplemental Coverage does not provide an additional amount of insurance.

**B. Outdoor Signs Extension**

Coverage A is extended to cover, up to the applicable limits shown in the Supplemental Declarations:

1. Outdoor signs (including sign posts and poles) not attached to buildings. The applicable causes of loss are those applicable to outdoor signs attached to buildings: if there are no outdoor signs attached to buildings, cause of loss Option 2. B applies.
2. Outdoor signs (including sign posts and poles) attached to buildings for the causes of loss applicable to the subject building.

**C. Personal Property Extension**

Coverage A is extended to cover the following property when both owned by *you* and used primarily to maintain or service covered buildings / described premises: air conditioners; cooking, dishwashing, laundering, refrigeration, and ventilating appliances; fire extinguishers; floor coverings; lawn care and snow removal equipment – including riding mowers and similar items, but not other types of vehicles; outdoor fixtures / furniture.

This Supplemental Coverage does not provide an additional amount of insurance.

**4. BUILDING CODE / LAW COVERAGE**

- A. Coverage A is extended to cover the following losses or expenses that ensue as a direct consequence of *covered loss* at the described premises. We cover such for an amount determined by applying the applicable factor shown in the Supplemental Declarations to the Coverage A limit for the subject property: the product is the specified limit for this Supplemental Coverage (Items 1, 2, and 3 combined). The losses or expenses covered are:

1. The loss caused by enforcement of any building, land use, or zoning code / law in force the date of the *covered loss*, that:
  - a. Requires the demolition of parts of the same

property not damaged by a covered cause of loss.

- b. Regulates the construction or repair of buildings, or establishes building, land use or zoning requirements at the described premises.
2. The increased expense *you* incur to construct, rebuild, or repair the property caused by enforcement of building, land use, or zoning code / law in force on the date of the *covered loss*: the property must be intended for the same use / occupancy as the current property unless otherwise prohibited by such code / law.
3. The expense *you* incur to demolish undamaged parts of property and clear the site of such parts caused by enforcement of building, land use, or zoning code / law in force on the date of the *covered loss*.

If MCP 504 is listed in the Declarations, then Coverage D is extended, as to Condition C. 1 under Part I A, to the increased period of time required to comply with the conditions described in the preceding Paragraph 1.

- B. We are not liable for payment under this Supplemental Coverage:
1. Until the property is repaired or replaced by *you* or by *us* (at the same premises or elsewhere if permitted or required by this policy); and
- Unless the repair or replacement is made as soon as possible after the loss, but no later than the period described in Part I G, Condition 2.C. 2.b.
2. For any loss or expense arising out of the enforcement of any code, directive, law, ordinance, or regulation requiring any *insured* or others to clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat any *pollutants*, asbestos, *fungi*, mold or lead contamination.
- C. Our maximum liability under this Supplemental Coverage (A.1, 2 and 3 combined), subject to (1), the specified limit and (2), the applicable limits and limitations on our liability described in Part I G, Condition 2. A, is the sum of the following:
1. The cost to demolish the property and clear the site. And,
  2. The cost to reconstruct / replace the property on the described premises.
- D. If a Coinsurance Condition reduction applies to the underlying *covered loss* (See Part I G), then the same amount of reduction applies to this Supplemental Coverage.
- E. This Supplemental Coverage applies only to buildings covered on a replacement basis (See Part I G, Condition 2) – unless MCP 506 is listed in the Declarations.

## **5. COLLAPSE – CAUSE OF LOSS OPTIONS 3 AND 5 ONLY**

- A.** Coverage is extended to cover the *collapse* of a building or any structural part of a building that ensues only as a consequence of the following:
  1. Any cause of loss provided for in Cause of Loss Option 3. Under this coverage, these causes of loss apply to both covered buildings and business personal property.
  2. Hidden decay, unless such decay is known to an *insured* prior to *collapse*.
  3. Hidden insect or vermin damage, unless such damage is known to an *insured* prior to *collapse*.
  4. Weight of contents, equipment, animals, or people.
  5. Weight of rain that collects on a roof.
  6. Use of defective material or methods in construction, remodeling, renovation or repair.
- B.** For the preceding Items A.2 through A.6, we do not cover the following unless the loss is a direct result of the *collapse* of a building or a structural part of a building: antennas, including their lead-in wires, masts, or towers; awnings; beach or diving platforms and related equipment or structures; decks; docks, piers or wharves; downspouts or gutters; fences; outdoor swimming pools; paved surfaces of any sort (including but not limited to, bridges, driveways, parking lots, patios, pavements, roads, walks); retaining walls; yard fixtures.

### **C. This Supplemental Coverage applies only to property covered in this policy by Cause of Loss Options 3 or 5.**

This Supplemental Coverage does not provide an additional amount of insurance.

## **6. CONSEQUENT LOSS COVERAGES (SPOILAGE)**

- A.** We cover, up to the applicable limits shown in the Supplemental Declarations, loss to covered business personal property spoiled as a consequence of the disruption of cooling, electrical, heating, or refrigeration services on the described premises resulting from the following:

### **1. Loss of Utility Services**

The loss of utility services to the described premises arising out of fortuitous direct physical loss to property of the utility caused by a cause of loss that would be covered by this policy if it were *your* property.

### **2. Mechanical Breakdown**

The abrupt accidental mechanical breakdown or faulty operation (including refrigerant leakage) of equipment providing cooling, electrical, heating, or refrigeration services: the limit shown for this Extension is *our* total aggregate limit for all such loss during any annual (12 month) policy term.

This coverage does not include any loss arising out of conditions within *your* control. For example: failure

to repair a defect or to repair or replace defective equipment or parts if the defect is known to *you*, *your* employees, or those acting on *your* behalf; insufficient fuel, inadequate or improper maintenance; disconnection of or failure to connect units to power source; failure to turn on power or units; failure to set proper temperature.

**If a \$0 (zero) limit is specified, then the subject coverage is not applicable under this policy.**

- B.** Spoilage that results from *covered loss* to covered cooling, electrical, heating, or refrigeration equipment on the described premises is not subject to the special limits.

## **7. DEBRIS REMOVAL COVERAGE – COVERAGES A, B, C**

- A.** We cover, subject to the limits specified in the following Paragraphs B and C, the necessary reasonable expenses incurred to remove the debris of a *covered loss*.
- B.** We pay such debris removal expense that *you* incur – but only up to an amount not exceeding that equal to the product of the amount otherwise payable by *us* for the *covered loss* times the factor shown in the Supplemental Declarations. This amount is not additional insurance and does not increase *our* maximum limit of liability on the loss.
- C.** We also pay such debris removal expense, up to the applicable limit shown in the Supplemental Declarations, if either:
  1. The debris removal expense incurred exceeds the amount available for debris removal expense calculated in the preceding Paragraph B; or
  2. The sum of the debris removal expense incurred and the amount otherwise payable by *us* for the *covered loss* exceeds *our* maximum limit of liability on the loss.

We pay up to the shortfall or the special limit, whichever is the lesser amount.

- D.** This Supplemental Coverage does not apply to any of the following expenses:

- 1. To remove the debris of trees.
- 2. To extract *pollutants* (whether or not covered property) from land or water.\*
- 3. To remove, replace, or restore land or water that is polluted or is a *pollutant*.\*
- 4. To remove volcanic ash, dust, or particulate matter that does not cause loss.
- \* This also excludes the expense to safely dispose of such as required by any code, directive, law, ordinance, or regulation.

- E.** This Supplemental Coverage applies only to such covered expenses reported to *us* in writing within 180 days from the date of the *covered loss*.

- F. Other than Extension C, these Extensions do not provide additional amounts of insurance.

## 8. EMERGENCY REMOVAL

We cover fortuitous direct physical loss to covered property when removed from the described premises because of imminent danger of loss by a covered cause of loss.

This Supplemental Coverage applies for 30 consecutive days from the first day of removal.

## 9. FIRE EXPENSE COVERAGES

### A. Fire Department Service Charges

We cover, up to the applicable limit shown in the Supplemental Declarations, *your* written contractual obligation to pay service charges when a fire department is called to protect or save property from imminent loss by an applicable covered cause of loss. The deductible does not apply.

This Supplemental Coverage does not cover service charges:

1. Incurred prior to assumption of *your* contractual obligation;
2. Arising in connection with a false alarm.

### B. Fire Extinguisher Recharge Expense

We cover, up to the applicable limit shown in the Supplemental Declarations, the cost to recharge fire extinguishers / related equipment discharged in pursuit of extinguishing a fire at the described premises. The deductible does not apply.

## 10. NEWLY ACQUIRED PROPERTY COVERAGES

A. We cover property newly acquired or constructed by *you*, as well as Loss of Use (if covered by this policy) resulting from fortuitous direct physical loss to such property, as follows:

1. **Coverage A** – We cover, up to the applicable limits shown in the Supplemental Declarations, the following:
  - a. New buildings while being built on described premises.

We also cover temporary structures erected to assist in construction of new buildings or of additions / alterations to described buildings while such construction is taking place: but such are covered by this policy only on an excess basis if covered by any other insurance.

- b. Buildings at a location newly acquired by *you* if such buildings are intended for use either similar to that of described buildings or as a warehouse.
2. **Coverage B** – We cover, up to the applicable limits shown in the Supplemental Declarations business personal property owned by *you* at a location newly acquired by *you*, other than exhibitions and fairs. However, when *you* are moving covered property from a described premises under this policy to a newly described premises under this policy, then the applicable Coverage B limit applies for all such premises for 10 days after moving begins.

3. **Coverage D** – We cover the subject loss arising out of *direct covered loss* to the following property:

### a. Alterations or New Buildings at Described Premises

1. Alterations or additions to described buildings.
2. New buildings, whether under construction or completed.
3. Building materials or supplies and equipment or machinery which are used in alteration or construction at described premises or incidental to *your* occupancy of the new building.

If the subject *direct covered loss* delays the start of *your* covered business / operations at the described premises, then this Extension begins on the projected start up date (had the *direct covered loss* not occurred).

**This Extension is subject to the Coverage D limit and Coinsurance Condition. This Extension does not provide an additional amount of insurance.**

### b. Newly Acquired Locations

Property owned by *you* at any location that *you* newly acquire, other than exhibitions or fairs: we cover such up to the applicable limits shown in the Supplemental Declarations.

4. **Special Limits** – The special limits referred in the preceding paragraphs are developed by multiplying the subject coverage limit (Coverage A, B, or D) by the applicable factor shown in the Supplemental Declarations: The product is the amount available for *covered loss* to new buildings (Coverage A) or *covered loss* at new locations (Covrances B and D) – all subject to the specified maximum limit per building or per location.

### B. Coverage Period

This Supplemental Coverage applies for up to a period of 60 consecutive days from the beginning date of the subject acquisition or construction: but, in no case, beyond the end of the policy term or the date on which *you* report the values to *us*, whichever date is earlier.

This coverage period does not apply to the Extension in the preceding Paragraph A.3.a.

### C. Additional Premium

Additional premium is applicable for the values *you* report to *us* based on the date of acquisition or the date that *you* first begin construction.

## 11. OFF PREMISES COVERAGES

### A. Property at Other Locations

We cover, up to the applicable limit shown in the Supplemental Declarations, loss to covered property temporarily at locations that *you* do not lease, operate, or own.

This Extension does not apply to property: at exhibitions or fairs; in or on any vehicle; in the care, control, or custody of *your* sales people; that is *stock*.

#### B. Property in Transit – Cause of Loss Option 5 Extension

1. We cover, up to the applicable limit shown in the Supplemental Declarations, *your* business personal property covered by this policy (other than property in the care, control, or custody of *your* sales people) while in course of transit away from the described premises. Such property is covered for fortuitous direct physical loss (as described in the following Paragraph 2) while in or on a motor vehicle leased, operated, or owned by *you*.
2. The direct physical losses we cover under this Extension are:
  - a. Collision, overturn, or upset of *your* vehicle.
  - b. Fire (hostile fire) or lightning, explosion, riot or civil commotion, vandalism, windstorm / hail.
  - c. Theft of an entire bale, case or package by forced entry (there must be marks of forced entry) into a securely locked body or compartment of the vehicle.
3. If MCP 505 is listed in the Declarations, we cover, subject to the applicable limit shown in the Supplemental Declarations (*we* may show a separate sub-limit for loss by theft), *your* property while in the course of transit away from the described premises for all loss covered by Cause of Loss Option 5. The coverage described in the preceding Paragraph B.1, is deleted and replaced by that of MCP 505 and the limitations of coverage described in the preceding Paragraphs 1 and 2 do not apply to loss covered by MCP 505.
4. This Extension and Option MCP 505:
  - a. Apply only to property covered by Loss Option 5 at the described premises from which the property is in transit.
  - b. Do not apply to property within 100 feet of any described premises.
- C. The limits under this Supplemental Coverage do not apply to property moved pursuant to Supplemental Coverage 8 – Emergency Removal.

#### 12. OUTDOOR PROPERTY COVERAGE

Coverage A is extended to cover, up to the applicable limit shown in the Supplemental Declarations, *your* outdoor: antennas (including lead-in wiring, masts, and towers); fences; decorative plants, shrubs and trees (including any debris removal expense). Loss to any one plant, shrub, or tree is also subject to the applicable limit per item shown in the Supplemental Declarations.

Such property is covered for fortuitous direct physical loss caused by fire (hostile fire), aircraft, explosion, lightning, or riot or civil commotion, to the extent such are covered causes of loss.

### 13. PERSONAL PROPERTY COVERAGES

#### A. Creatures

Coverage B is extended to cover the following creatures:

1. Held for sale: but only if inside the building at the described premises at the time of loss.
2. Owned by others: but only if being boarded by *you* at the time of loss.

This Extension applies only to creatures destroyed by, or where their destruction is made necessary because of harm by, a *specified cause of loss*.

This Extension does not provide an additional amount of insurance.

#### B. Personal Effects

Coverage B is extended to cover, up to the applicable limit shown in the Supplemental Declarations, personal effects owned by *you*, or *your* directors, employees, officers, partners, or volunteer workers, while on the described premises.

#### C. Personal Property of Others

1. Coverage B is extended to cover, up to the applicable limit shown in the Supplemental Declarations, personal property of others in *your* care, control, or custody in connection with *your* covered business / operations (but see the Extension in the following Paragraph 2, as to leased property). Our payment under this coverage is solely for the account of the owner of such property, and such beneficiary must comply with all relevant loss settlement and other conditions.

This Extension is in addition to Coverage B. 2 under Part I A.

2. Coverage B is extended to cover leased property in *your* care, custody, or control for which *you* are contractually obligated to provide property insurance. This Extension: (a) applies for the causes of loss for which *you* are contractually responsible to the extent such causes of loss are otherwise applicable to *your* property; (b) is not subject to the Extension in the preceding Paragraph 1 or Coverage B. 2 under Part I A.

This Extension does not provide an additional amount of insurance.

#### D. Valuable Papers and Records

1. Coverage B is extended to cover, up to the applicable limit shown in the Supplemental Declarations, *your* expenses, including the cost of research, incurred to replace or restore the information contained in *your* *valuable papers and records* (including electronic or magnetic media) for which duplicates do not exist because of *covered loss* to such property.

Parts I E and I F (other than 8 and 12. A) do not apply.

2. The full Coverage B limit applies to the cost of replacement of *valuable papers and records* in blank form.

3. **Deductible**

- a. A \$250 deductible applies to this coverage unless MCP 511 is listed in the Declarations: if MCP 511 is applicable, the general deductible amount shown in the Declarations applies to this coverage.
- b. If a specific separate deductible amount is specified for this coverage in the Declarations, such specific deductible applies (the preceding paragraph does not apply in such case).

- E. **Vehicles**

1. Coverage B is extended to cover the following property owned by *you*:
  - a. Aircraft, self-propelled machines, semi-trailers and trailers, watercraft, or other vehicles which *you*: hold for sale (other than automobiles), manufacture, process, or warehouse.
  - b. Canoes and rowboats while ashore at the described premises.
  - c. Vehicles principally operated at the described premises specifically to service the described premises or *your* described business/operations.
2. This Extension does not apply to vehicles: licensed for use on public roads; not customarily kept and operated at the described premises.
3. This Extension does not provide an additional amount of insurance.

14. **POLLUTION CLEAN UP COST COVERAGE – COVERAGES A, B, C**

- A. We cover, up to the applicable limit shown in the Supplemental Declarations, the necessary reasonable expenses that *you* incur to extract *pollutants* from land or water at the described premises: but only if the discharge, dispersal, emission, escape, migration, release or seepage of *pollutants* is a consequence of a *covered loss*.

The special limit specified for this Supplemental Coverage is *our* total liability for all such expense for each annual (12 month) term of the policy – regardless of the number of occurrences or total expenses incurred.

This Supplemental Coverage applies only to such expenses reported to *us* in writing within 180 days from the date of the subject *covered loss*.

- B. This Supplemental Coverage does not apply to the extraction of any sort of nuclear or radioactive materials – whether such is natural or human made.
- C. If a specific deductible is shown for this Supplemental Coverage, such deductible applies in lieu of any other deductible otherwise shown as applicable in this policy.

15. **PRECIOUS METALS COVERAGE • INDUSTRIAL OPERATIONS**

We cover, up to the applicable limit shown in the Supplemental Declarations, *your* gold, silver, or other precious metals that are used by *you* for manufacturing purposes in connection with *your* industrial operations covered in this policy. This does not apply to the manufacturing of gold, silver, or other precious metal products.

16. **STEAM EQUIPMENT OR OTHER FIRED VESSEL EXPLOSION COVERAGE**

- A. We cover loss by explosion of fuel or gas within the furnace of a fired vessel or flues or passages through which the gases of combustion pass – including such explosion loss to steam boilers, engines, pipes or turbines.
- B. We cover loss by explosion to hot water boilers or other equipment for heating water.
- C. Unless Cause of Loss Option 5 applies, explosion does not include bursting, operation, or rupture of a pressure relief device.

This Supplemental Coverage does not provide an additional amount of insurance.

17. **WATER DAMAGE / RELATED DAMAGE REPAIR EXPENSE COVERAGE**

- A. We cover the following additional expenses incurred in connection with an otherwise covered sprinkler leakage loss or water damage loss (including freezing), as described under Part I C • Cause of Loss Options, when the building containing the appliance, equipment, or system is covered property under this policy:
  1. The expense to repair damage to the building that occurs because of necessary reasonable efforts to get at and repair damage to the appliance, equipment, or system from which the “water” escapes.
  2. The concurrently incurred expense to repair or replace that particular defective/damaged part (joint, piece of pipe, valve, or similar specific item) of the appliance, equipment, or system from which the “water” escapes.

- B. This Supplemental Coverage does not apply:
  1. To the expense to repair or replace the subject appliances, equipment, or systems, other than the particular defective/damaged part as provided for in the preceding Paragraph A.2.
  2. If others are responsible by contract or law for payment of such expenses.

This Supplemental Coverage does not provide an additional amount of insurance.

18. **WEATHER RELATED COVERAGE – CAUSE OF LOSS OPTION 5**

We cover the following loss to the interior of a covered building or covered personal property within a building by hail, ice, rain, sleet, or snow:

- A. Loss arising out of the thawing of hail, ice, sleet, or snow on the building.

- B. Loss by any such elements to the interior of the building although the exterior walls or roof are not first damaged by a covered Cause of Loss allowing these elements to enter into the interior; but, if MCP 515 is listed in the Declarations, this Extension is deleted.
- C. Loss by such elements to personal property within a building.

**This Supplemental Coverage applies only to property covered by Cause of Loss Option 5.**

This Supplemental Coverage does not provide an additional amount of insurance.

## PART I C • CAUSE OF LOSS OPTIONS

### GENERAL CAUSE OF LOSS CONDITIONS – COVERAGES

#### A, B, C

- A. Subject to all applicable provisions in this policy, property covered under this policy is insured for that coverage option (see descriptions) which is designated in the Declarations as applicable to the specific item. Accordingly, the same sort of property – buildings, for example – can be insured for differing causes of loss based upon the option selected to apply to the specific item.
- B. The various described causes of loss cover fortuitous direct physical loss not otherwise excluded or limited. Loss – *covered loss* – means: **fortuitous direct physical damage to or destruction of covered property by a covered cause of loss, and if covered under Cause of Loss Option 5 the term “damage” includes the taking of the subject covered property by theft (including damage arising in the course of such theft).** Covered cause of loss means a cause of loss contemplated by the following coverage options to the extent that such are described as applicable to the subject covered property.

Direct physical loss does not include or mean any sort of consequent loss, loss of use, or loss of utility. But such loss may otherwise be specifically provided for in this policy: for example, see Coverage D or Supplemental Coverage 6

#### C. CAUSES OF LOSS COVERAGE OPTIONS

The following are subject to all applicable Exclusions and Limitations described in this policy:

##### 1. OPTION 1 – FIRE COVERAGE

Option 1 includes the following:

- **Fire** (hostile fire)
- **Explosion**
- **Lightning**

##### 2. OPTION 2 – BASIC COVERAGE

Option 2 includes the following:

- **Fire** (hostile fire)
- **Aircraft\***
- **Explosion**
- **Lightning**
- **Riot or Civil Commotion\***
- **Sinkhole Collapse\***
- **Smoke\***
- **Vandalism\***

- **Vehicles\***
- **Volcanic Eruption\***
- **Windstorm / Hail**
- \* See following cause of loss descriptions.

##### 3. OPTION 3 – BROAD COVERAGE

Option 3 includes the following:

- **Fire** (hostile fire)
- **Aircraft\***
- **Explosion**
- **Falling Objects\***
- **Glass Breakage\***
- **Lightning**
- **Riot or Civil Commotion\***
- **Sinkhole Collapse\***
- **Smoke\***
- **Vandalism\***
- **Vehicles\***
- **Volcanic Eruption\***
- **Water Damage\***
- **Weight of Ice, Sleet, or Snow**
- **Windstorm / Hail**

\* See following cause of loss descriptions.

##### 4. OPTION 4 – SPRINKLER LEAKAGE COVERAGE

Option 4 adds **Sprinkler Leakage** to Options 1, 2, or 3.

##### 5. OPTION 5 – EXPANDED COVERAGE

Option 5 includes Options 3 and 4, plus other fortuitous direct physical loss to or theft of covered property not otherwise excluded or limited in this policy. The losses and costs excluded in the following descriptions of the listed causes of loss in the following paragraphs with regard to Falling Objects and Sinkhole Collapse also apply to Option 5.

##### 6. OPTION 6 – EARTHQUAKE

Option 6 is **Earthquake**: Option 6 is described in Endorsement MCP 119.

## **7. EXCLUSION OPTION A – THEFT**

When Exclusion Option A is designated as applicable with Option 5, the covered causes of loss do not include theft (theft also includes burglary / robbery).

## **8. EXCLUSION OPTION B – VANDALISM**

When Exclusion Option B is designated as applicable along with any other option (for example, Option 2 B), the covered causes of loss do not include vandalism.

## **9. EXCLUSION OPTION C – WATER DAMAGE**

When Exclusion Option C is designated as applicable along with any other option (for example, Option 3 C), the covered causes of loss do not include water damage – other than that caused by covered freezing of an appliance or system.

## **10. EXCLUSION OPTION D – WINDSTORM / HAIL**

When Exclusion Option D is designated as applicable along with any other option (for example, Option 5 D), the covered causes of loss do not include windstorm / hail.

## **11. DESCRIPTION OF LISTED CAUSES OF LOSS**

The following definitions apply to and limit the scope of the listed causes of loss:

a. **Aircraft:** This means direct physical contact of aircraft with covered property. Aircraft includes objects that fall from aircraft, spacecraft, or self-propelled missiles.

b. **Falling Objects:** This means damage to other property caused by the falling object.

**This does not include:**

- Loss to personal property outdoors (not in buildings).

- Loss to the interior of a building, or any property within a building, unless the falling object first penetrates the roof or exterior walls of the building.

c. **Glass Breakage:** This means damage to other property caused by breakage of glass that is part of buildings.

d. **Riot or Civil Commotion:** This includes, but is not limited to:

- Acts of striking employees while occupying the described premises;
- Looting occurring at the time and place of riot or civil commotion.

e. **Sinkhole Collapse:** This means abrupt collapsing or sinking of land causing loss to covered property: such collapsing or sinking must be into an underground empty space created by the action of water on limestone or similar rock.

**This does not include:** the cost of filling sinkholes; collapsing or sinking into man-made cavities.

f. **Smoke:** This means smoke causing abrupt accidental direct physical loss.

g. **Sprinkler Leakage:** This means accidental discharge or leakage from an *automatic sprinkler system* and the collapsing of a tank that is part of such system.

h. **Vandalism:** This means willful malicious damage to property, and includes such damage done to a building by burglars while breaking into or out of such building.

**This does not include:** breakage of building glass; loss by theft.

i. **Vehicles:** This means direct physical contact of a vehicle, or an object thrown up by a vehicle, with covered property.

**This does not include:** loss caused by vehicles *you* own or which are operated in the course of *your* business.

j. **Volcanic Eruption:** This means only:

- Airborne blast or shock waves;
- Ash, dust, or particulate matter other than that which can be swept or washed away without leaving physical damage; and
- Lava flow;

caused by eruption of a volcano: but see Part I • Common Exclusion 1.

All volcanic eruptions that take place within a continuous 168 hour period are considered a single occurrence and constitute a single loss.

k. **Water Damage:** This means abrupt accidental discharge of water as a direct result of the breaking or cracking of any part of an appliance, equipment, or system containing water: but see Sprinkler Leakage for an *automatic sprinkler system*. Water includes steam and, as to Cause of Loss Option 5, includes such discharge of other liquids or materials.

**NOTE:** The term “abrupt” refers to an event instantaneous in time – not gradual, ongoing, or repeated over time.

## **D. SPECIFIED CAUSES OF LOSS**

Where the term *specified causes of loss* is used, the term means the following: fire; aircraft; explosion; falling objects; lightning; riot or civil commotion; sinkhole collapse; smoke; sprinkler leakage; vandalism; vehicles; volcanic eruption; water damage; weight of ice, sleet, or snow; windstorm / hail. However, these apply only to the extent that the subject property is otherwise insured for such causes of loss.

## **E. COVERED LOSS**

1. **Coverages A, B, C • Covered loss** is described in Part I C, General Cause of Loss Condition B.

2. **Coverage D • Relevant to the context in which it is used:**

a. *Direct covered loss* means: fortuitous direct physical loss as described in Part I C, General Cause of Loss Condition B which occurs at described premises occupied by *you* (occupancy is not a condition for

Rental Income loss), which directly results in the subject covered Business Income Loss / Extra Expense.

- b. *Covered loss* means: the subject covered Business Income loss / Extra Expense which results as a direct consequence of such described *direct covered loss*.

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## PART I D • PROPERTY EXCLUSIONS / LIMITATIONS

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We do not cover the following property or loss except to the extent otherwise specifically provided for in this policy.

### 1. ALL PROPERTY COVERAGES

- A. Building Glass: but see Supplemental Coverage 3. A.
- B. Crops of any sort, whether growing, harvested, or in any way held.
- C. Land, including land on which covered property is located. Water.
- D. Property not described in this policy.
- E. Property that is more specifically described and insured under another coverage form in this policy or by any other insurance: but as to Coverage A, this insurance applies excess.
- F. Outdoor property, as follows (but see Supplemental Coverage 12):
  - 1. Antennas, including their lead-in wiring, masts, and towers.
  - 2. Fences.
  - 3. Lawns.
  - 4. Plants, shrubs, or trees.
- G. Signs (outdoor signs): but see Supplemental Coverage 3.B.
- H. Vehicles, as follows: aircraft, motorized land vehicles, self-propelled machines, or watercraft – including their accessories, equipment, motor, parts, tires, or trailers. This also includes: devices designed to be powered through their electrical systems, radar detectors, recorded discs and tapes in such vehicles for use in the vehicle.

But see Supplemental Coverage 13. E.

### 2. COVERAGE A

- A. Cost of backfilling or filling, excavations or grading.
- B. Docks, piers, pilings, or wharves.

- C. Foundations of buildings, boilers, or machinery that are below the lowest basement floor or, if no basement, below ground level.
- D. Paved surfaces of any sort, including – but not limited to – bridges, driveways, parking lots, patios, roads, or walks.
- E. Retaining walls that are not part of described buildings.
- F. Underground drains, flues, or pipes.

### 3. COVERAGES B AND C

- A. Creatures of any sort: but see Supplemental Coverage 13. A.
- B. *Money*. Gold, silver, and other precious alloys or metals other than as provided for in the following Paragraph 4: but also see Supplemental Coverage 15.
- C. Property while airborne or waterborne.
- D. *Securities*.
- E. *Valuable papers and records* as well as the cost to replace, research, or restore the information on *valuable papers and records*: but see Supplemental Coverage 13. D.

### 4. COVERAGES B AND C (CAUSE OF LOSS OPTION 5)

**Loss by theft to the following property is covered only up to the applicable limits shown in the Supplemental Declarations (these limits are aggregate limits for all described property per occurrence).**

- A. Furs (this also includes both fur and fur trimmed garments).
- B. Jewelry-type property meaning: (1) jewels, jewelry, pearls, precious and semi-precious stones, watches and watch movements; (2) gold, silver, platinum and other precious alloys or metals used to make jewelry.

This does not apply to items of jewelry-type property worth, at *your* regular retail price, less than the applicable limit per item shown in the Supplemental Declarations.

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## PART I E • PROPERTY LOSS LIMITATIONS

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We do not provide insurance under Part I for any sort of damage or loss directly or indirectly, wholly or partially, aggravated by, consisting of, or resulting from the following – even if loss otherwise covered contributes to such concurrently or in any sequence. The following exclusions and limitations of loss in connection with certain property apply to the extent that the subject loss and property are otherwise covered under this policy.

### 1. BUILDERS / BUILDING ITEMS

A. **Builders' Equipment** – Loss to builders' equipment, machinery, or tools either owned by *you* or in *your* care, custody, or control while away from the described premises.

B. **Building Property** – Loss by theft of building materials or supplies – unless attached to and forming an integral part of the building under alteration, construction, or repair at the time of loss, other than such property held for sale by *you*.

### 2. DISAPPEARANCE OF PROPERTY

Loss, otherwise covered by this policy, in connection with covered property that is missing where there exists no physical evidence to show what happened to the property. Loss discovered or inferred upon taking inventory. Acts of appropriation, pilferage or shoplifting.

### 3. FRAGILE ITEMS

Breakage of any sort of fragile items (including, but not limited to, chinaware, glassware, marbles, porcelains, or statuary). This does not apply to: loss caused by a *specified cause of loss*; building glass; containers of property held for sale by *you*; lenses of photographic or scientific instruments.

### 4. HOT WATER / STEAM EQUIPMENT

A. **Hot Water Boilers** – Loss to hot water boilers or other water heating equipment by any condition or event inside such boilers or equipment.

B. **Steam Equipment** – Loss to steam boilers, engines, pipes, or turbines by any condition or event inside such equipment.

But see Supplemental Coverage 16.

### 5. UNAUTHORIZED / VOLUNTARY TRANSFER OF PROPERTY

A. **Unauthorized Transfer** – Loss in connection with property that is given or transferred to any persons or transferred to any place (not the described premises) on the basis of false / unauthorized instructions – however such are given or transmitted.

B. **Voluntary Transfer** – Loss in connection with property that *you* (or others to whom *you* have entrusted the property) voluntarily give or transfer to anyone on the basis of being induced to do so by false pretense or fraudulent device, scheme, or trick.

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## PART I F • LOSSES NOT INSURED

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We do not provide insurance under Part I for any sort of loss directly or indirectly, wholly or partially, aggravated by, consisting of, or resulting from the following – even if loss otherwise covered contributes to such concurrently or in any sequence.

### 1. COMPUTER HACKING AND COMPUTER VIRUS EXCLUSION

*Computer hacking or computer viruses.*

### 2. DELAY OR LOSS OF MARKET / LOSS OF USE EXCLUSIONS

Delay or loss of market or sale. Loss of occupancy. Because property cannot be occupied or used. Consequent loss. But see Coverage D and Supplemental Coverage 6 for certain described coverage.

### 3. DISHONESTY EXCLUSION

Criminal or dishonest acts by *you*, by any of *your* employees, officers, partners, representatives, trustees, volunteer workers, or by any other person to whom *you* entrust property.

This applies whether any such persons act alone or in collusion with others or such acts take place within or outside of working hours.

This Exclusion does not pertain to acts of physical damage by *your* employees.

### 4. ELECTRICAL DAMAGE EXCLUSION

Loss, however caused, by artificially generated electrical currents to electrical or electronic appliances, devices or wiring.

If loss resulting from fire ensues, we insure such resulting loss.

### 5. EXPLOSION OF STEAM EQUIPMENT EXCLUSION

Explosion of steam boilers, engines, pipes, or turbines which are leased to *you*, owned by *you*, or operated under *your* control: but see Supplemental Coverage 16.

If loss resulting from fire or combustion explosion ensues, we insure such resulting loss.

### 6. FLOOD / FLOODING EXCLUSION

Flood, surface water, waves, storm surge, tidal water or tidal waves, overflow of streams or other bodies of water, or their spray, aggravated by or resulting from any natural or human made causes: all, whether or not arising out of or caused by rain, snow, wind or other condition of the weather, or an otherwise covered cause of loss.

If loss resulting from fire, explosion, or theft (to the extent insured by this policy) ensues, we insure such resulting loss.

## **7. FREEZING OF APPLIANCES OR OTHER EQUIPMENT EXCLUSION**

Leakage or overflow of any liquids or any other materials from air conditioning, heating, plumbing, or other appliances or equipment (other than fire protection systems), or damage to such appliances or equipment, caused by freezing.

If you (and others you designate to care for the premises) exercise ongoing care to maintain adequate heat in the building, or such appliances or equipment are drained and kept dry, this exclusion is waived to the extent that such loss is otherwise insured by this policy.

## **8. INTENTIONAL LOSS EXCLUSION**

Acts committed by, or at the direction of, any *insured* with the intent to cause a loss.

## **9. LAW OR ORDINANCE / GOVERNMENTAL DIRECTIVE EXCLUSIONS**

Enforcement of any code, law, ordinance, or regulation, including those pertaining to construction, repair, or use of property or demolition of property (including debris removal). Any governmental directive. But see Supplemental Coverage 4.

## **10. POWER, HEATING, OR COOLING FAILURE EXCLUSION**

Power, heating, or cooling failure or loss of utility services that takes place off the described premises. If loss by a covered cause of loss ensues, we insure such resulting loss.

But see Supplemental Coverage 6.

## **11. WATER DAMAGE EXCLUSION**

- A. Underground, surface or subsurface water that exerts pressure on or flows, seeps or leaks through: basements; doors, windows, or other openings; driveways, floors; foundations; paved surfaces; sidewalks; swimming pools; walls. See also mudflow or mudslide under Exclusion 12. E.
- B. Water or sewage that backs up through sewers or drains or overflows from a sump: If MCP 507 is listed in the Declarations, this Paragraph (B) is deleted with regard to the subject described premises.

If loss resulting from fire, explosion, or sprinkler leakage (to the extent insured by this policy) ensues, we insure such resulting loss.

## **12. WEAR, TEAR, AND OTHER SPECIFIED LOSS / CAUSE OF LOSS EXCLUSIONS**

- A. Wear and tear; birds, domestic animals, insects, raccoons, rodents, or vermin; contamination or pollution including, but not limited to: (1) the discharge, dispersal, emission, escape, migration, release, or seepage of *pollutants*; (2) the costs associated with enforcement of any governmental directive, law or ordinance which requires you or any others to cleanup, contain, detoxify, monitor, neutralize, remove, test for, or in any way respond to *pollutants*, asbestos, *fungi*, mold or lead contamination or assess the effects of *pollutants*, asbestos, *fungi*, mold or lead contamination: but see Supplemental Coverage 14 for certain coverage; corrosion; decay or deterioration;

deficiency, error, or omission in design, materials, plans, or workmanship; disease; dry or wet rot; *fungi*, mold, spores, mildew, bacterium, or other natural growth; inherent vice (a customary characteristic of the property); latent defect (an original condition or fault leading to loss); mechanical breakdown; rust.

- B. Buckling, bulging, contracting, cracking, expansion, settling, shrinkage, or sinking.
- C. Contamination by any virus or other pathological agent that causes disease or illness in humans, animals, birds, or other creatures, or the costs associated with enforcement of any governmental directive, law or ordinance which requires you or any others to clean up, contain, detoxify, monitor, neutralize, remove, test for, or in any way respond to any virus or other pathological agent.
- D. Continuous or repeated leakage or seepage from any part of an appliance or system which contains water or other liquids resulting from a condition which you fail to repair.
- E. Earth / ground / land movement on or below the surface of the earth aggravated by or resulting from any natural or human made causes including, but not limited to: earth / ground / land collapsing (other than sinkhole collapse), pressure, rising, shifting, sinking, sliding, or subsidence; landslide; mine subsidence; mudflow; mudslide; rockslides or rock falls. See also Part I • Common Exclusion 1 as to catastrophic earth movement.
- F. Marring or scratching: but these apply solely to personal property.
- G. Smog, smoke, or vapor from agricultural or industrial activities.

If loss by a covered *specified cause of loss* ensues we insure such resulting loss.

## **13. WEATHER / RELATED EXCLUSIONS**

### **A. Cause of Loss Options 2 and 3**

- 1. As to Windstorm / Hail: cold or frost; ice (other than hail), sleet or snow, whether or not wind driven.
- 2. Weight of hail, ice, sleet or snow: but these apply only to personal property while outdoors at the time of loss.

### **B. Cause of Loss Options 2, 3, and 5**

- 1. **Building Interior** – Loss by dust, hail, ice, rain, sand, sleet, or snow, whether or not wind driven, to: (a) the interior of a building; or (b) property within a building: but see Supplemental Coverage 18. But, if the building first sustains loss by any covered cause of loss to the exterior roof or walls, which then allows these elements to enter the building, we insure the resulting loss by such elements.
- 2. **Downspouts or Gutters** – Loss by weight of hail, ice, sleet, or snow to downspouts or gutters.

### **C. Cause of Loss Option 5**

- 1. Drought.

2. Freezing, hail, ice, rain, sleet, or snow: but these only apply to personal property while outdoors at the time of loss;
3. Changes or extremes of temperature or dampness or dryness of the atmosphere: but these only apply to personal property; and

4. Any other weather conditions: but this only applies if weather conditions contribute with a cause, condition, or event, otherwise excluded by this policy, to produce the loss.

If loss otherwise covered by this policy ensues, *we* insure such resulting loss.

## PART I G • SPECIAL PART I CONDITIONS

### 1. DUTIES WHEN LOSS / DANGER OF LOSS OCCURS *You, other insureds, and other coverage beneficiaries must do all of the following things:*

#### A. Report the Loss

Give immediate written notice to *us* of any loss. Also, immediately notify the police in case of theft, vandalism, or other violation of law. As soon as possible, give *us* a description of how, when, and where the loss occurred.

#### B. Protect Property

Protect property if in imminent danger from a covered cause of loss or, if loss has occurred, from further loss. For example, by taking exposed property indoors, by covering openings or windows, or by making temporary repairs. *We* cover the reasonable necessary expenses that *you* incur for such immediate temporary repairs or safeguards.

However, it is *your* ongoing obligation, at *your* expense, to – as soon as feasible after *you*, *your* employees, or those *you* authorize to act on *your* behalf become aware of any condition under *your* control which could lead to loss while this policy is in force – undertake all reasonable construction, maintenance, or repair necessary to protect property from such *covered loss*. Listing of all such conditions is not feasible, but examples include: if a roof is leaking, to repair such; if a flooring support is collapsing / deteriorating, to repair such; if new supports or retaining walls become required, to construct such.

Any additional or subsequent loss resulting from *your* neglect of these duties is not covered under this policy, and *you* must either rely on other insurance or absorb such loss *yourself*.

#### C. Cooperation on the Loss

As often as *we* may reasonably request / require:

1. Immediately exhibit all that remains of the damaged and undamaged property, and allow *us* to take samples of such property for examination and inspection.
2. Produce for examination and copying: the inventory described in the following Paragraph D; all relevant accounting procedures, affidavits, books of account, bills, contracts, deeds, documents, evidence, financial records, invoices, liens, leases, receipts, records, tax returns, vouchers, or other sources of information, or facsimiles acceptable to *us*.

3. Submit to examination and provide statements under oath and sign and swear to such. If more than one person is examined, *we* reserve the right to make such examination of each person out of the presence of the others. *We* also reserve the right to video record any examinations.
4. Otherwise cooperate with *us* in the investigation / settlement of the claim.

#### D. Inventory

At *our* request, prepare and sign an inventory of all damaged and undamaged property, showing in detail: age; description; quantity; *actual cash value* and, if so covered, replacement cost; source; amount of loss claimed. To the extent possible, set the damaged property aside and put such in best possible order for *our* examination.

#### E. Statement of Loss / Proof of Loss

Submit to *us* a statement about the loss that includes all information reasonably required by *us* (including, but not limited to, that described in the preceding Paragraphs C.2 and D) to determine: coverage; *our* liability for the loss and the amount and scope of loss; specifications of any damaged buildings. The statement is also to include detailed repair estimates.

**And if required:** submit to *us* within 60 days after *our* request a signed, sworn proof of loss. This is to include the information described in the preceding paragraphs and any other information reasonably required by *us*, including all knowledge available to *you*, and others about:

1. The time and cause of loss.
2. *Your* interest and that of all others in the property involved (including a description of all encumbrances on such property).
3. All other insurance policies which may apply to the loss.
4. Any changes in occupancy, title, or use of the property during the policy term.

**Failure to comply with these (or other Conditions) can alter or void *our* obligations under this policy.**

## 2. HOW LOSSES ARE SETTLED

### A. Limit of Liability per Loss Occurrence – Coverages A, B, C

**Our maximum liability is that amount which is the least one of all the following:**

1. The *actual cash value* or the replacement value (if MCP 520 is listed in the Declarations – see Condition 2.C.2) of the damaged portions of subject property at the time of loss. But, in no event, exceeding the lesser of Paragraph a or Paragraph b:
  - a. The lesser cost reasonably required, with diligence and ongoing effort, to:
    1. Repair or restore the damaged property with like materials of comparable quality used for the same purpose / same occupancy, bringing such to the same general condition as existed immediately prior to the loss; or,
    2. Replace the damaged property, at the same described premises, with like property of comparable quality used for the same purpose / same occupancy;
    - b. The necessary reasonable expense paid to repair, replace, or restore the damaged property.

2. Any factors, limits, special limits, or other recovery limitations described or specified in this policy as applicable to the subject loss and property, whether shown in the Declarations, any endorsements, or elsewhere in this policy.

The inclusion of any sort of recovery limitations or special limits or the inclusion of more than one item within any provision in this policy do not increase or otherwise modify any of the general limits shown in this policy – unless specifically stated to be additional insurance.

3. The insurable interest of the *insured* (or other named interests) at the time of loss.

**And, in all cases subject to the following special conditions:**

4. **Glass** – Loss to glass is settled on the basis of the cost of replacement with safety glazing material when such replacement is required by law or ordinance.

Loss to glass is subject to the applicable limits shown in the Supplemental Declarations; the “per item” limit applies to each individual pane or panel or similar item.

5. **Money** (If covered under this policy) – At face value: if foreign money, at its exchange rate (in dollars) on the date that the loss is reported to *us* by *you*.

6. **Securities** (If covered under this policy) – At their value at the close of business on the date that the loss is reported to *us* by *you*.

7. **Stock** – Loss to *stock* that *you* have sold but not delivered at the selling price, less discounts and expenses that *you* would otherwise have.

### 8. Tenant's Improvements and Betterments

- a. If *you* make repairs as soon as feasible, loss is settled as described in the preceding paragraphs.
- b. If *you* do not make repairs as soon as feasible, *our* obligation is limited to a proportion of *your* original cost for the improvements, determined as follows:
  1. Divide the number of days from the date of loss to the expiration date of the lease by the number of days from the date of installation (of the improvement) to the expiration date of the lease, then
  2. Multiply the original cost by the figure resulting from this division.

Note: If *your* lease contains a renewal option, we use the expiration date of the renewal option in lieu of the expiration date of the current lease.

### 9. Valuable Papers and Records – Loss to valuable papers and records (other than prepackaged software programs) not subject to Supplemental Coverage 13.D is settled on the basis of the cost of blank materials for reproducing such records plus the cost of labor to copy such records when duplicates of such exist.

### B. Limit of Liability per Loss Occurrence – Coverage D

**Our maximum liability is determined based on consideration of all the following:**

#### 1. Coverage D. 1 – Business Income

- a. The net income / rental income of the business / operations before the date the *direct covered loss* occurred.
- b. The likely net income / rental income of the business / operations had the *direct covered loss* not occurred.
- c. The operating expenses, including payroll expenses, necessary to resume *your* normal business / operations at the same capability and quality of service as existed immediately prior to the date the *direct covered loss* occurred.
- d. Any other relevant sources of information, including all information described under Part I G, Condition 1 – “Duties.”
- e. Any liability *we* otherwise have, as determined in the preceding Paragraphs, is reduced to the extent that *you* can resume *your* normal business / operations, in whole or in part, including by using any property (including damaged property) at the described premises or elsewhere: See Part I A, Coverage D, Condition D. 2.

#### 2. Coverage D. 2 – Extra Expense

- a. All expenses that exceed the normal operating expenses that *you* would otherwise incur in *your* business / operations during the coverage period of indemnity had the *direct covered loss* not occurred.

- b. All necessary expenses that reduce the Business Income loss that would otherwise be incurred; but this applies only if Coverage D. 1 applies under this policy.
- c. Any liability *we* otherwise have for Extra Expense, as determined in the preceding Paragraph 2.a. is reduced by the following:
  - 1. The remaining salvage value of any property bought for temporary use during the coverage period of indemnity once *your* business / operations are resumed.
  - 2. Any Extra Expense that is paid for by other insurance that is not subject to the same provisions that apply under this policy.
  - 3. To the extent that *you* can resume normal business / operations.

### 3. **Coverage D. 1 and D. 2**

Conditions 1 and 2 apply to each described premises at which *direct covered loss* occurs, and *our* maximum liability for such loss does not exceed the limits or other recovery limitations otherwise shown in this policy applicable to the subject *covered loss*.

## C. Bases of Loss Settlement – Coverages A, B, C

### 1. **Actual Cash Value Basis**

Loss settlement under Coverages A, B, and C is on an *actual cash value* basis.

However, if the cost to repair a damaged building is less than the replacement threshold limit specified in the Supplemental Declarations, then loss settlement is on a replacement basis (pursuant to the provisions of the following Condition C.2) other than loss to the following property: awnings; cooking, dishwashing, laundering, refrigerating, or ventilating appliances; fire extinguishers; floor coverings; lawn care and snow removal equipment; outdoor fixtures / furniture.

### 2. **Replacement Coverage Option – Coverages A / B**

a. If MCP 520 is listed in the Declarations (or the replacement option is otherwise designated as applicable in this policy) then the expense of replacement applies in lieu of *actual cash value* as the basis for loss settlement on those buildings and that personal property designated in this policy as subject to this Option. However, in any case, loss to the following property remains on an *actual cash value* basis:

1. Manuscripts.
2. Property of others.
3. Stock – Unless MCP 521 is listed in the Declarations.
4. Works of art, antiques, or rare articles, including – but not limited to – bronzes, bric-a-brac, etchings, marble, pictures, porcelains.

- b. We are not liable for payment on a replacement basis until *you* complete repair, replacement, or restoration of the subject property.

*You* may submit a claim on an *actual cash value* basis and then, no later than 180 days following settlement on an *actual cash value* basis (or *our* offer of such if *you* decline settlement), make further claim in writing on repair, replacement, or restoration which *you* have completed at the time *you* make such claim.

- 3. Unless MCP 522 is listed in the Declarations as applicable to the subject property, *you* must make repair, replacement, or restoration at the same described premises. But see Supplemental Coverage 4, if such is prohibited by law or ordinance.

### D. Appraisal

- 1. If *you* and *we* do not agree on the amount of the loss or values or on the amount of Business Income or operating expenses, either one can require that the items in dispute be set by appraisal. Within 30 days of receipt of a written demand for appraisal, each is to select a competent and disinterested appraiser. Each party is to then notify the other of the appraiser selected.
- 2. The two appraisers are to select a competent and disinterested umpire. If the appraisers are unable to agree upon an umpire within fifteen days, *you* or *we* may petition a judge of a Court of Record to select an umpire.
- 3. The appraisers are to reach a mutual agreement on the items in dispute. If the appraisers fail to agree within a reasonable time, they are to submit their differences to the umpire. Written agreement signed by any two of these three persons constitutes settlement on the items in dispute.
- 4. Each appraiser is paid by the party selecting the appraiser. All other expenses of the appraisal are paid equally by *you* and *us*.
- 5. If *we* agree to appraisal, *we* specifically retain *our* right to deny the claim.

### E. Coinsurance Requirements • Coverages A, B, C

When the Declarations show a Coinsurance factor, the following Conditions apply:

- 1. **Full Liability** – *We* pay the full amount of *our* obligation on the loss, as otherwise determined and limited in this policy, if the product of “a” times “b” is an amount equal to or less than the applicable limit for the property shown in the Declarations, where:
  - a. “a” is 100% of the applicable value of the property at the time of loss (if two or more items are covered by one limit, use the sum of their separate values).
  - b. “b” is the applicable Coinsurance factor specified in this policy.

But if this figure exceeds the applicable limit, *our* maximum obligation on the loss is reduced, as determined in Condition E.2. (But see the following Special Condition).

2. **Reduced Liability** – If the figure in the preceding Paragraph E.1 (that is, “a” x “b”) exceeds the applicable limit for the property, *our* obligation, subject to all other provisions, is as follows:
  - a. Divide the applicable limit by the figure determined in Paragraph E.1; then
  - b. Multiply the amount of loss (less deductible) by the figure determined in Paragraph E.2.a: *Our* maximum obligation is this reduced amount (the product of [b]).

**F. Coinsurance Requirements • Coverage D.1**  
When the Declarations show a Coinsurance factor, the following Conditions apply:

1. **Full Liability** – *We* pay the full amount of *our* obligation on the loss, as otherwise determined and limited in this policy, if the product of “a” times “b” is an amount equal to or less than the applicable limit for such loss shown in the Declarations, where:
  - a. “a” is the sum of the net income (net profit or loss prior to income tax) plus all operating expenses (including payroll).
  - b. “b” is the applicable Coinsurance factor specified in this policy.

But if this figure exceeds the applicable limit, *our* maximum obligation on the loss is reduced, as determined in Condition F. 2 (But see the following Special Condition).

The net income and operating expenses used are those that would have been earned (had the *direct covered loss* not occurred) by *your* business / operations at the described premises for the 12 months following the latest one of the following dates, as applicable to the policy: the inception date, if a new policy; the renewal date, if a renewal policy; the last applicable anniversary date, if a term policy.

2. **Reduced Liability** – If the figure in the preceding Paragraph F.1 (that is, “a” x “b”) exceeds the applicable limit for the loss, *our* obligation, subject to all other provisions, is as follows:
  - a. Divide the applicable limit by the figure determined in Paragraph F.1; then
  - b. Multiply the amount of loss by the figure determined in Paragraph F.2.a: *Our* maximum obligation is this reduced amount (the product of [b]).

**Special Condition – Waiver of Conditions E and F.**

When the amount of *covered loss* is less than both: the Special Condition limit specified in the Supplemental Declarations and the product of the amount of insurance (applicable to the *covered loss*) times the Special Condition factor specified in

the Supplemental Declarations – the Coinsurance Condition is waived on such loss.

**G. Deductible – Coverages A, B, C**

1. *We* are liable for *covered loss* in any occurrence only when the loss is in excess of the deductible amount shown in the Declarations, and then only on the amount of loss less the deductible amount.
2. However, if MCP 512 is listed in the Declarations as applicable to the subject property loss and if the loss is 5 (five) times or more the deductible amount, then: reduce the applicable deductible by 2% (.02) of the amount of loss up to a maximum reduction of 100% of such deductible amount. For example, if the loss is \$20,000 and the deductible is \$1,000 the net deductible is \$600 (.02 x \$20,000 = \$400; \$1,000 - \$400 = \$600).

**H. Loss to a Portion of a Pair or Set of Articles – Coverages B / C**

1. Loss to some portion of a pair or set of articles or to property consisting of two or more parts (when complete) is not considered a total loss unless: because of such loss, the remainder is of no use and repair or replacement is not feasible.
2. In case *we* agree to pay for total loss, *you* are required to give *us* the remainder of such property, at *our* request, prior to such payment.

**I. Our Liability and Satisfaction of Your Loss**

If the maximum liability payable by *us* on *covered loss*, as determined under this policy, does not fully satisfy *your* loss, then *you* must either seek insurance that may be provided by others for the difference or otherwise absorb the unsatisfied portion of the loss *yourself*.

**J. Our Options in Settling Losses – Coverages A, B, C**

1. *We* may pay for the loss in money.
2. *We* may repair or replace all or any part of the property as provided for in this policy, or take all or any part of such property at a mutually agreed, or appraised, value. *We* may give notice of *our* intent to do so at any time up to 30 days after *our* acceptance of *our* liability for the loss (i.e., proof of loss).
3. *We* may settle the claim with *you*, any loss payee named in this policy, or others legally entitled to receive payment. If the claim applies to property of others, *we* have the right to adjust the loss with the owners of the property: satisfaction of their claim is also satisfaction of *your* claim as to such property.

If legal action is taken in a claim against *you*, *we* have the right to conduct and control a defense at *our* expense (but without increasing *our* liability under this policy).

**K. Recovery of Covered Property**

In the event *we* make a payment for loss and a subsequent recovery is made of any of the property, *you* may choose to keep the property *you* have recovered or receive the property that *we* have recovered. If *you* choose this

option, *our* liability is reduced accordingly: payment is adjusted for the amount which *you* received for the loss to such property, and *you* must compensate *us* for the amount *we* previously paid.

If *you* do not choose this option, the recovered property becomes *our* property: if *you* have such property, *you* are required to give *us* those items *we* request.

#### L. When Loss Becomes Payable / Payment to Others

Loss becomes payable 30 days after completion and acceptance by *us* of a written agreement between the parties, or after an award is filed with *us* as provided in this policy. *Our* payment does not reduce the amount of insurance provided under this policy.

With respect to any mortgagee or secured party named in this policy; governmental entity; or others with contractual, legal, or statutory rights in loss payable under this policy: *we* may make payment jointly to all interested parties at *our* option. But *we* need not pay any loss assignee, unless they receive a full assignment of the loss from *you*.

If an insurance trustee is named in this policy, *we* may negotiate the loss and make payment solely to such trustee – to the extent that the trustee represents those with an interest under this policy.

### 3. OTHER SPECIAL PART I CONDITIONS

#### A. Abandonment of Property

Abandonment of any property to *us* is prohibited.

#### B. Increase in Hazard / Related Conditions

**1. Increased Hazards** – This insurance is suspended while the hazards *we* initially undertook to insure are increased by means within *your* control or control of those *you* designate to act for *you*: loss, otherwise covered, is not insured during such suspension of this insurance. Lawful building alteration, construction, maintenance or repair, unless changing the use of premises, is not an increase in hazard.

An increase in hazard at one described premises does not affect this insurance at another described premises when no increase in hazard exists at such other described premises.

Increase in hazard includes changes which affect one or more of the following: use of the premises; the rates for this insurance; the acceptability of the hazard / risk to *us*, including breach of conditions which were the basis of *our* acceptance of such; the underwriting conditions and changes in physical conditions required by *us* for such hazard / risk; ongoing continuous effectiveness and use of any protective safeguards, required by *us* for which *we* have given premium consideration; circumstances which would affect the scope of coverage, covered causes of loss, or amounts of insurance otherwise acceptable to *us* for such hazard / risk.

**2. Vacancy** – This insurance is suspended when a covered building becomes vacant beyond a period of 60 consecutive days. Vacant means not containing the contents customary to occupancy of the building. A building in the course of lawful alteration, construction, or repair is not considered vacant.

**3. Unoccupancy** – This insurance is suspended when a covered building becomes unoccupied beyond a period of 60 consecutive days.

This Condition does not apply to unoccupancy during that part of the year when it is *your* normal previous custom to close because of seasonal use.

#### C. Mortgagee Agreement

Mortgagees named in this policy are covered for loss to the extent of their interest and in order of precedence of the mortgages. This Condition applies to those mortgagees (this term includes trustees) named in this policy who comply with the following Conditions.

Provided that the mortgagee will:

1. Without delay, notify *us* of any change in ownership or occupancy, foreclosure proceeding, or increased hazard known to the mortgagee.
2. Pay, on *our* demand, any required premium because the *insured* fails to do so.
3. Furnish proof of loss within 60 days after *our* request if the *insured* fails to do so.
4. Give *us* the mortgagee's rights of recovery against anyone liable for the loss. This does not impair the mortgagee's right to recover the full amount of the claim.
5. Permit *us*, after a loss, to satisfy the mortgage requirements and receive a full assignment of the mortgage and all collateral securities to the debt.

We agree to provide this insurance to protect the mortgagee's interest in covered property even if *we* deny *your* claim.

See elsewhere in this policy for Conditions relating to Cancellation by *us*.

#### D. No Benefit to Bailee

This insurance does not apply to the benefit of any others having custody of covered property. Any assignment to such persons or organizations has no standing under this policy.

#### E. Special Factors, Limits, or Limitations

This Part includes references in certain provisions to factors, limits or special limits, and other limitations described or specified in this policy: these are shown in the Declarations and Supplemental Declarations (or other similar attachments) to this contract.





- B.** When this insurance is excess over other insurance: *We* pay only *our* share of the remaining loss that exceeds the sum of both:
1. The total amount payable by all such insurance, as described, in the absence of this insurance, plus
  2. The total of any deductibles or self-insured amounts under all such insurance.

Furthermore, any remaining loss is then shared by *us* with any other insurance remaining on the loss in accordance with the provisions described in the following Paragraph C.

- C.** With regard to other insurance subject to the same provisions contained in this policy or where *we* otherwise are a primary insurer (among others) *we* pay in one of the following ways:
1. If all such other insurers provide for contributions by equal shares: *we* and all other insurers contribute equal amounts until the amount of obligation is paid or the insurer's applicable limit of liability is used up, whichever comes first.
  2. If any other insurer does not provide for equal shares: *we* pay no greater proportion of the total amount of loss than *our* obligation on the applicable limit of liability of this policy bears to the total amount of insurance of all insurers covering the loss.

However, if *you* have any other insurance applicable to property covered by this policy – but not covering a cause of loss covered under this policy, then: any loss payable under this policy in connection with such cause of loss is apportioned and payable by *us* in the same way as if such other insurance covered the loss.

## 11. PREMIUMS

The *first named insured* is responsible for the payment of all premiums, and will be the sole payee of any premiums *we* return.

### MCP 550 – Provisional Rates and Premiums

If MCP 550 is listed in the Declarations, the rates for the subject items are interim provisional rates and the subject

premiums are tentative premiums. When the final specific rates (based on rating inspection / investigation of the subject premises) are promulgated such rates are applicable from inception of the current policy term.

The applicable tentative premiums are then recalculated using the final rates, and either a return premium or additional premium is applicable for the current policy term.

## 12. RECOVERY FROM OTHERS

If any *insured* (or others) to whom, or for whom, *we* make payment has any rights of recovery on the loss from another, those rights are transferred to *us* to the extent of *our* payment under this policy. *Insureds* (or such others) must do whatever *we* require to secure these rights. *You* may waive such rights in writing prior to a *covered loss*. *You* may also waive such rights after a loss, but only if the waiver is given to either:

- A. Another *insured* under this policy; or
- B. A business either controlled or owned by *you* or that controls or runs *your* business.

But *we* have no obligation to pay under this policy on the loss if these rights are otherwise waived.

## 13. TIME OF INCEPTION AND COVERAGE PERIOD

The time of inception and expiration is 12:01 A.M. Standard Time at the described premises. Unless otherwise specifically provided for under this policy, this insurance applies only to *covered loss* that takes place during the policy term.

## 14. WAIVER OR CHANGE OF PROVISIONS

Only the *first named insured* may request changes in this policy. The terms in this policy may not be waived or changed except in writing, signed by our agent and attached to this policy. The exercise of our rights under this policy is not an act of waiver. This policy contains all related agreements between *you* and us.

**NOTE: Similar Common Conditions are included in Part II (if made part of this Contract).**

## PART I • COMMON EXCLUSIONS

***We provide no insurance for any sort of damages, expenses, liability, or loss directly or indirectly, wholly or partially, aggravated by, consisting of, or resulting from the following – even if loss otherwise covered contributes to such concurrently or in any sequence.***

**These Common Exclusions Apply in Addition to Parts I D, E, and F.**

### 1. EARTH MOVEMENT / EARTHQUAKE / VOLCANIC ACTIVITY

Earthquake; volcanic activity (including volcanic effusion, eruption or explosion) other than that specifically described as included in volcanic eruption under Part I C • Cause of Loss Options; or other catastrophic earth movement. But if loss resulting from fire or explosion, or theft (to the extent otherwise insured by this policy) ensues, *we* insure such resulting loss.

### 2. GOVERNMENTAL / LEGAL / WAR

- A. Any act or condition of: war (declared or not), civil war, invasion, insurrection, rebellion, revolution, or seizure of power, including acts done to defend against any such act or condition, whether actual or expected.
- B. Knowing violation of penal law or ordinance committed by, or with the consent of, an *insured*. Statutory fines or liability. Exemplary or punitive damages.

- C. Confiscation, loss, or seizure under customs, drug enforcement, or quarantine legislation or regulations. Loss to property that is contraband or in the course of illegal transportation or trade.
- D. Damage or destruction of property ordered by civil authority, other than immediate acts of destruction ordered by authorized civil authorities for the purpose of preventing the spread of fire – provided the fire originates from a cause of loss covered in this policy.

### 3. NUCLEAR / RADIOACTIVE LOSS

- A. Any nuclear event, occurrence, or operation, including nuclear explosion, nuclear reaction, nuclear radiation, or radioactive contamination. These are not fire, explosion, smoke or any other covered cause of loss. However, if these result in fire we insure such resulting direct fire loss, but not any other direct physical loss which may ensue.
- B. The explosive, radioactive, toxic, or other injurious properties of nuclear or radioactive materials – whether such materials are natural or manufactured.

**NOTE: Similar Common Exclusions are included in Part II (if made part of this Contract).**

**EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Subject to any applicable limits on the Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any one Accident.

**These coverages apply to all locations covered on the policy, unless otherwise specified.**

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**Coverages**

	<b>Limits</b>
Equipment Breakdown Limit	\$ Per Policy Property Limits
Loss of Use / Loss of Income (including Extra Expense if shown as covered)	\$ Per Policy Limits
Expediting Expense	\$ 25,000
<i>Hazardous Substances</i>	\$ 25,000
Spoilage	\$ 25,000
<i>Computer Equipment</i>	\$ 25,000
Data Restoration	\$ 25,000

**Deductibles**

Combined, All Coverages	\$ 5,000
Direct Coverages	\$ N/A
Indirect Coverages	\$ <u>N/A</u> or <u>N/A</u> hrs. or ADV
Spoilage	\$ <u>N/A</u> or <u>N/A</u> %

**Other Conditions**

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# GENERAL LIABILITY FORM – MCL 010 10 07

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**YOUR POLICY INCLUDES:**

- The Declarations Page, Including Information About –
  - *You and Your Business / Operations*
  - The Premises and Business / Operations Covered
  - The Applicable Coverages
  - The Applicable Limits of Liability
  - Who *We* are, and *Your* Insurance Representative
- This General Liability Form – MCL 010
- Additional Endorsements, if Applicable.

**THIS INSURANCE FORM INCLUDES:**

ITEM	PAGE
• Part II A – Main Liability Coverage <ul style="list-style-type: none"><li>• Coverage E – Liability to Others <i>Products / Completed Operations Hazard</i> Option</li><li>• Coverage F – Medical Payments To Others</li></ul>	2
• Part II B – Supplemental Coverages	3
• Part II C – Liability Not Insured	6
• Part II D – Special Liability Conditions, Including – <ul style="list-style-type: none"><li>• Duties of <i>Insureds</i></li><li>• Limits of Liability</li></ul>	9
• Part II E – Glossary	10
• Part II – Common Conditions, Including – <ul style="list-style-type: none"><li>• Action or Suit Against <i>Us</i></li><li>• Cancellation / Termination</li><li>• Concealment / Misrepresentation / Fraud</li><li>• Coverage Territory</li><li>• Examination / Changes</li><li>• Other Insurance</li><li>• And Other Conditions</li></ul>	12
• Part II – Common Exclusions	14

**DEFINITIONS AND WORD MEANINGS**

Words shown in *italics* are defined for the purposes of this insurance in Glossaries: See Part II B.8. and 10, Part II C.3, Part II E and Common Exclusion 3.

The word “Provisions,” refers to all or part of the text of this insurance contract – including agreements, conditions, exclusions, limits, limitations, and all other terms.

The meaning of other words / phrases not specially defined in this policy is to be found in their relevant conventional definition based on consideration of the context in which they are used in this policy.

**COVERAGE PARTS**

Part II – this coverage part – includes provisions relating to General Liability Insurance. If included in this insurance contract, Part I relates to Property Insurance for *your* buildings / *your* business personal property / *your* loss of business income.



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## PART II A • MAIN LIABILITY COVERAGE

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### COVERAGE E • LIABILITY TO OTHERS

- A. We pay for the benefit of *insureds*, up to the applicable limit(s) of liability (See Part II D) shown in the Declarations, those sums that *insureds* become legally liable to pay as damages because of *bodily injury* or *property damage* insured in this policy.

Such *bodily injury* or *property damage* must:

1. Be caused by an *occurrence* that takes place within the applicable coverage territory. See Common Condition 6;
2. Occur during the policy term; and
3. Prior to the policy term, no *insured* or no *employee* authorized by *you* to give or receive notice of a claim or *occurrence*, knew that the *bodily injury* or *property damage* had occurred in whole or in part. If any *insured* or authorized *employee* knew, prior to the policy term, that the *bodily injury* or *property damage* occurred, then any change in, continuation of, or resumption of such *bodily injury* or *property damage* during or after the policy term will be deemed to have been known prior to the policy term.

Damages because of *bodily injury* insured in this policy include claims by others for care, death (at any time), or loss of services resulting from such *bodily injury*.

**Products / Completed Operations Hazard** • If a specific aggregate limit of liability (See Part II D) for *products / completed operations hazard* is shown in the Declarations, then Coverage E, as described, extends to *bodily injury* and *property damage* included in the *products / completed operations hazard*.

- B. *Bodily injury* or *property damage* which occurs during the policy term, provided no *insured* or *employee* authorized by *you* to give or receive notice of a claim or *occurrence* knew, prior to the policy term, that such *bodily injury* or *property damage* had occurred, includes any change in, continuation of, or resumption of that *bodily injury* or *property damage* after the end of the policy term.
- C. *Bodily injury* or *property damage* will be deemed to have been known to have occurred at the earliest time when any *insured* or any *employee* authorized by *you* to give or receive notice of a claim or *occurrence*:
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, claim or suit for damages because of the *bodily injury* or *property damage*; or
  3. Becomes aware of anything that indicates that *bodily injury* or *property damage* has occurred or is occurring.
- D. We have no obligation to pay any damages not covered in this policy or in excess of *our* limits of liability. (See Part II D) for any covered damages.

### COVERAGE F • MEDICAL PAYMENTS TO OTHERS

- A. We pay, up to the applicable limit of liability (See Part II D) shown in the Declarations, the reasonable necessary medical expenses, incurred by others, arising out of an accident which are both incurred and reported to *us* by *you* or the coverage beneficiary within three years from the date of such accident. The accident must: take place within the applicable coverage territory and policy term (See Common Conditions), and occur:

1. On *your premises*.
2. Away from *your premises*, but, if so, then only if the accident either:
  - a. Arises out of a condition at *your premises*; or
  - b. Arises out of the business / operations insured by this policy.

Fault or legal liability is not a condition for such payment (and *our* payment is not an admission of liability by any *insured*); however, we pay medical expenses only for *bodily injury* not otherwise excluded or uninsured under this policy.

- B. Medical expenses means expenses for: ambulance, dental, funeral, hospital, medical, professional nursing, surgical or x-ray services; prosthetic devices; drugs and surgical supplies.

**If no “per person” limit is shown, then Coverage F does not apply under this policy.**

### APPLICATION OF THIS INSURANCE (PART II)

- A. This insurance applies to liability arising out of *your* business/operations and *your premises*, designated in the Declarations or elsewhere in this policy, to the extent covered in this policy.
- B. Subject to Common Condition 7, such insurance also applies to the following:
1. Any additions or changes to *your business / operations* or *your premises*, as described in the preceding Paragraph A, which occur during the current policy term;
  2. Any business entity that *you* newly acquire or form during the current policy term, subject to the additional conditions described in the definition of *insureds*: See Part II E.

All provisions applicable to *your business / operations* and *your premises* designated in this policy apply to such additions, changes, and new entities, unless otherwise modified.

We have no obligations to provide any insurance or services, or pay any expenses or any sums, other than those specifically described as applicable and insured in this policy.

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## PART II B • SUPPLEMENTAL COVERAGES

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The following coverages do not extend or modify any provisions in this policy, including *our Limits of Liability* or any applicable Exclusions, except to the extent specifically described.

### 1. DEFENSE COVERAGE

- A. With counsel of *our* choice, *we* defend suits (civil proceedings) against *insureds* seeking damages covered by this insurance. *We* have no duty to investigate any claim, defend or provide for a defense for any *insured*:
  - 1. In connection with either suits seeking damages not covered by this policy or allegations within a suit which are not covered by this policy; or
  - 2. When the applicable limit of liability is used up in payment of judgments or settlements.
- B. *We* may investigate and settle any claim or suit as *we* deem such to be reasonable.
- C. *We* assume the following costs and expenses in a suit defended by *us*:
  - 1. All costs incurred by *us*.
  - 2. The interest which accrues after entry of a judgment, but only until that time when *we* pay, offer to pay, or deposit in court that part of the judgment within *our* limit of liability.
  - 3. The prejudgment interest awarded against any *insured* on that part of the judgment *we* pay. But, if *we* offer to pay *our* applicable limit of liability under this policy, *we* will not pay any prejudgment interest which is based on the period of time that follows *our* offer.
  - 4. Costs taxed against the *insured*.
  - 5. Costs of appeal bonds or bonds to release attachments, for that amount of the bond within *our* applicable limit of liability. *We* need not furnish or secure such bonds.
  - 6. The reasonable expenses incurred by the *insured* at *our* request, as well as earnings (up to \$250 per day) lost because of absence from work at *our* request.

Suit includes alternative dispute resolution proceedings to which an *insured* either must submit or may choose to submit (but only if done with *our* prior written consent).

### 2. CONTRACTUAL COVERAGE

- A. Coverage E is extended to include *your* liability to pay damages to others (third parties) because of *bodily injury* or *property damage* – to the extent otherwise insured by this policy – arising out of *your* expressed assumption of the liability of another (*your* indemnitee) under the following oral or written contracts:

#### Item 1

- 1. Agreements to indemnify a municipality as required by law or ordinance. This does not include agreements made in connection with work for a municipality: but the assumption of tort liability of another for such work is included under Item 2.

- 2. Easements. This does not include easements involving work on, or within 50 feet of, a railroad, nor is the assumption of tort liability for such included under Item 2.
- 3. Leases of premises (but not as to fire damage) or elevator maintenance agreements.
- 4. Sidetrack agreements.

#### Item 2

That part of other contracts (not as described in Item 1) in which *you* have expressly assumed the tort liability (liability imposed by law in the absence of contract) of another, providing the *bodily injury* or *property damage* is caused, in whole or in part, by *you* or by those acting on *your* behalf, but only to the extent that *you* or those acting on *your* behalf contributed to the *bodily injury* or *property damage*.

- B. Exclusion 2, in Part II C, does not apply to covered contracts under Item 2 with respect to maintenance, ownership, or use of aircraft or watercraft.
- C. This Supplemental Coverage applies only to contracts made in connection with *your* business / operations or *your* premises covered by this policy and, then, solely to *bodily injury* or *property damage* which occurs subsequent to execution of the covered contract.

**If MCL 501 is listed in the Declarations, then coverage applies solely to those written contracts that *you* furnish to *us* within 60 days of their execution.**

**If MCL 502 is listed in the Declarations, then Item 2 (tort liability) is deleted.**

**If MCL 510 is listed in the Declarations, then coverage applies solely to written contracts.**

### 3. FIRST AID EXPENSE COVERAGE

*We* pay necessary reasonable medical expenses incurred for first aid to others at the time of an accident, other than in connection with *bodily injury* otherwise excluded by this policy.

### 4. INCIDENTAL ALCOHOLIC BEVERAGE COVERAGE

Coverage E is extended to include *bodily injury* and *property damage* arising out of the furnishing, giving, serving or use of alcoholic beverages, as follows:

- A. When *you* furnish, give, or serve alcoholic beverages without charge and a license is not required for such activity.
- B. If MCL 512 is listed in the Declarations, then *we* also provide coverage when *you* furnish, give, or serve alcoholic beverages for which a charge may be made if such activities are an incidental and minor part of *your* business / operations (and such do not pertain to the distribution, manufacture, or sale of alcoholic beverages).

## **5. INCIDENTAL AUTOMOBILE COVERAGE**

Coverage E is extended to include *bodily injury* and *property damage* arising out of the following:

- A.** The parking of *automobiles* (not borrowed or owned by, or rented to, any *insured*) at *your premises*.
- B.** The operation of the following devices permanently attached to an *automobile*:
  1. Air compressors, generators, or pumps; building cleaning, geophysical exploration, lighting, spraying, welding, or well servicing equipment.
  2. Cherry pickers and similar devices used to raise / lower workers.
- C.** The operation of any device permanently attached to a vehicle that would qualify as *mobile equipment*, under the definition of *mobile equipment*, if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

## **6. INCIDENTAL FIRE LEGAL LIABILITY COVERAGE**

Coverage E is extended to include, up to the applicable limit of liability (See Part II D) shown in the Declarations for Fire Legal Liability Coverage, *property damage* as follows:

- A.** Arising out of fire at a nonowned premises rented to, or occupied by, *you*.
- B.** If MCL 511 is listed in the Declarations, then this extension also applies to *property damage* arising out of any other fortuitous direct physical loss at a nonowned premises rented to, or occupied by, *you*.

If a separate specific limit is not shown in the Declarations for Fire Legal Liability, then this Supplemental Coverage does not apply under this policy. (The specified limit is *our* maximum liability in any one *occurrence* in connection with this Supplemental Coverage).

## **7. INCIDENTAL MEDICAL / PROFESSIONAL LIABILITY COVERAGE**

Coverage E is extended to include *bodily injury* arising out of *your* providing for the benefit of others, without charge, any incidental medical or nursing services, or drugs or related supplies. This does not apply to any *insured*, or any *insured's* indemnitee, whose business/profession involves the rendering of such services or drugs or supplies.

## **8. INCIDENTAL MOBILE EQUIPMENT COVERAGE**

- A.** Coverage E is extended to include *bodily injury* and *property damage* arising out of *loading or unloading*, maintenance, ownership, or use of *mobile equipment*.

### **B. Glossary**

- 1.** *Mobile equipment* means solely land vehicles (including any equipment or machinery permanently attached to, or forming an integral part of, the vehicle) as follows:
  - a.** Vehicles used solely at *your premises*.
  - b.** Vehicles designed for primary use off public roads such as bulldozers, farm machinery, forklifts, and similar commercial types.

- c.** Vehicles used primarily to provide mobility to the following:

1. Concrete mixers (other than mix-in-transit type).\*
2. Diggers, drills, loaders, power cranes, or shovels.\*
3. Road construction and resurfacing equipment, such as graders, rollers, or scrapers.\*

- d.** Vehicles that are not self-propelled used primarily to provide mobility to:

1. Air compressors, generators, or pumps; building cleaning, geophysical exploration, lighting, spraying, welding, or well servicing equipment.\*
2. Cherry pickers and similar devices used to lower / raise workers.\*

- e.** Vehicles that travel on crawler treads.

- f.** Vehicles not otherwise used as described in the preceding Paragraphs 1.a through 1.e. that are maintained by *you* primarily for uses other than the transportation of cargo or persons: but this Supplemental Coverage does not extend to self-propelled vehicles designed as described in the following paragraphs or equipped with any of the following permanently attached devices:

1. Designed primarily for road maintenance (other than road construction or resurfacing), snow removal, or street cleaning.
2. Equipped with air compressors, generators, or pumps; building cleaning, geophysical exploration, lighting, spraying, welding, or well servicing equipment.
3. Equipped with cherry pickers and similar devices mounted on *automobile* or truck chassis and used to raise / lower workers.

All such vehicles are *automobiles* for purposes of this insurance. But see Supplemental Coverage 5 for coverage of the operation of the described devices.

- 2.** However, *mobile equipment* does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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 *automobiles*.

\* **But only if permanently attached to, or forming an integral part of, the vehicle.**

## **9. INCIDENTAL WATERCRAFT COVERAGE**

Coverage E is extended to include *bodily injury* and *property damage* arising out of any of the following:

- A. Watercraft while ashore at *your premises* (other than premises *you* have abandoned, sold, or transferred to others).
- B. Watercraft not owned by, or loaned or rented to, any *insured*, if the *occurrence* arises out of *your* direct act. Direct act does not include or mean supervision of others or entrustment to others of watercraft.
- C. Watercraft not owned by *you*, if less than 26 feet in length and not used to carry persons or property for a charge.

## **10. PERSONAL INJURY / ADVERTISING INJURY COVERAGES**

### **A. Liability to Others**

We pay for the benefit of *insureds*, up to the limit of liability (See Part II D) shown in the Declarations, those sums that *insureds* become legally liable to pay as damages because of: 1. *Advertising Injury*, or 2. *Personal Injury*, as described and covered by this policy, arising out of a covered offense.

A covered offense must take place within the policy term and within the applicable coverage territory: See Common Condition 6.

**If a specific separate limit of liability for Personal Injury / Advertising Injury is not shown in the Declarations, then this Supplemental Coverage does not apply under this policy.**

This Supplemental Coverage applies only to the following:

1. *Advertising injury* arising out of an offense committed in the course of advertising goods, products, or services of *your* business / operations covered by this policy.
  2. *Personal injury* arising out of an offense committed in the conduct of *your* business / operations covered by this policy, but not advertising, broadcasting, publishing, or telecasting done either by *you* or on *your* behalf.
- B. Defense in Connection with Advertising Injury / Personal Injury**
- Defense is provided in connection with these coverages in accordance with the defense provisions described under Supplemental Coverage 1.

### **C. Liability Not Insured (Additional Exclusions)**

We do not provide insurance for any sort of damages or liability directly or indirectly, wholly or partially, aggravated by, caused by, or resulting from any of the following:

***Advertising Injury / Personal Injury Exclusions. We do not insure any of the following:***

1. Injury arising out of oral or written publication of material, done by or at the direction of any *insured* with knowledge that such is false or such would

violate the rights of another and would inflict the injury.

2. Injury arising out of oral or written publication of material whose first publication took place prior to the beginning of this policy or such coverage under this policy.
3. Injury arising out of rendering / failure to render professional advice or service.
4. Injury for which the *insured* has assumed liability in an implied, oral, or written agreement or contract. This does not apply to liability for damages, otherwise insured in this policy, that the *insured* has in the absence of contract.
5. Injury to *you* or *your* members or partners (if *you* are a joint venture, limited liability company or partnership).
6. Injury arising out of an electronic bulletin board or chatroom hosted or owned by the *insured* or over which the *insured* exercises control.
7. Injury arising out of the unauthorized use of another's name or product in *your* e-mail address, domain name or metatags, or any other similar methods to mislead another's current or potential customers.

***Advertising Injury – Additional Exclusions. We do not insure any of the following:***

8. Injury arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.
9. Injury arising out of the failure of goods, products, or services to conform with advertised quality or performance.
10. Injury arising out of the wrong description of the price of goods, products, or services.
11. Injury arising out of an offense committed by an *insured* whose business is:
  - a. Advertising, broadcasting, publishing, or telecasting;
  - b. Designing or determining the content of websites for others; or
  - c. Providing internet access, content, search or service.

### **D. Glossary**

*Advertising injury* means solely the following:

1. Infringement of copyright, slogan, title or trade dress.
2. Misappropriation of advertising ideas or style of doing business.
3. Oral or written publication of material that: slanders or libels a person or organization; disparages a person's or organization's goods, products, or services.

4. Oral or written publication of material that violates a person's right of privacy.

*Personal injury* means solely the following:

1. False arrest, detention, or imprisonment.
2. Malicious prosecution.
3. Oral or written publication of material that: slanders or libels a person or organization; disparages a person's or organization's goods, products, or services.
4. Oral or written publication of material that violates a person's right of privacy.

5. Wrongful entry into, eviction of a person from, or invasion of the right of private occupancy of, a dwelling, room, or other private premises that the person occupies: but only if done by, or on behalf of, the landlord, lessor, or owner of such premises.

*Advertising Injury / Personal Injury do not include bodily injury or property damage. Accordingly, Part II C – other than Exclusions 5, 7, 9, and 12 – does not apply: however, Advertising Injury / Personal Injury do not include or extend coverage in any way to any costs, damages, liability, or loss expressly excluded under Coverage E.*

## PART II C • LIABILITY NOT INSURED

We do not provide insurance for any sort of costs, damages, expenses, or liability, directly or indirectly, wholly or partially, aggravated by, caused by, or resulting from any of the following, even if an occurrence otherwise covered contributes to such concurrently or in any sequence – except to the extent otherwise specifically described and provided for in this policy.

### 1. ALCOHOLIC BEVERAGE EXCLUSION

We do not insure *bodily injury* or *property damage*, arising out of: contributing to any person's intoxication; furnishing alcoholic beverages to persons under the legal drinking age or under the influence of alcohol; violating any law, ordinance, or regulation relating to the distribution, gift, sale, or use of alcoholic beverages: but see Supplemental Coverage 4.

### 2. AUTOMOBILES / AIRCRAFT / WATERCRAFT EXCLUSIONS

We do not insure *bodily injury* or *property damage* arising out of the *loading or unloading*, loaning, maintenance, operation, renting, use, or entrustment to others (whether supervised or not) of any aircraft, *automobile*, or watercraft operated or owned by, or loaned or rented to, any *insured*. This also applies to such *bodily injury* or *property damage* arising out of: any device, equipment, machinery, parts, trailers or semi-trailers attached to any aircraft, *automobile*, or watercraft. But see Supplemental Coverages 2.B, 5, and 9.

### 3. BUSINESS ACTIVITIES / BUSINESS RISK EXCLUSIONS

A. We do not insure *bodily injury* or *property damage* included in the *products / completed operations hazard* – unless shown as covered by this policy with a specific aggregate limit for *products / completed operations hazard* coverage shown in the Declarations.

**Note:** The *products / completed operations hazard* (whether covered by this policy or not) does not include *bodily injury* or *property damage* arising out of:

1. Materials which are abandoned or unused, tools, or uninstalled equipment; or
2. Transporting property, unless the *occurrence* results from a condition in or on a vehicle created by *loading or unloading* of the vehicle.

B. We do not insure any *property damage* to *your products* or *your work* caused, to any extent, by *your products* or *your work* or any part of such.

This Exclusion does not apply to *your work* if:

1. The work has not, at the time of damage, been abandoned or completed; or
2. The damaged work, or work out of which the damage arises, was performed on *your* behalf by a subcontractor.
- C. With respect to *impaired property* or property that has not been physically damaged, we do not insure *property damage* arising out of any of the following:
  1. An inadequacy, defect, deficiency, or dangerous condition in *your products* or *your work*.
  2. A delay or failure by *you* or others acting on *your* behalf to perform an agreement or contract in accordance with its terms.

This Exclusion does not apply to loss of use of other property arising out of abrupt (sudden in time – not gradual or ongoing) accidental physical damage to *your products* or *your work* after such is put to its intended use.

- D. We do not insure any costs, expenses, liability or loss, incurred by *you* or others, arising out of recall by *you* or any other person or organization, of *your products*, *your work*, or *impaired property* when such must be taken from the market or from others because it is known to be, or is thought to be, dangerous, defective, deficient, or inadequate.

Recall includes adjustment, disposal, inspection, loss of use, recall, removal, repair, replacement, or withdrawal of *your products*, *your work*, or *impaired property*.

- E. We do not insure *property damage* to any of the following:
  1. That part of real property on which work is being performed by either *you*, or any contractor or subcontractor working (directly or indirectly) on *your* behalf, if the *property damage* arises out of such work.

2. That part of any property that must be repaired, replaced, or restored because *your work* was faulty or incorrectly performed on it: this does not apply to *property damage* included in the *products / completed operations hazard*.

This Exclusion does not apply to liability assumed under a written sidetrack agreement.

- F. We do not insure *bodily injury* arising out of body massaging, chiropody, cosmetic, ear piercing, reducing or slenderizing services or preparations or the use of sun or tanning lamps or other irradiating devices.
- G. We do not insure *bodily injury* arising out of the piercing of any skin or body part; skin dyeing or tattooing; or the application of, or injection into or under the skin, of any permanent cosmetic or make-up.

#### H. Glossary

*Impaired property* means tangible property (other than *your products* or *your work*) that cannot be used, or is less useful, because one or both of the following apply:

1. It incorporates *your products* or *your work* that is known to be, or is thought to be, dangerous, defective, deficient, or inadequate – and it can be restored by adjustment, removal, repair, or replacement of *your products* or *your work*.
2. You have failed to fulfill the terms of an agreement or contract and it can be restored by *your* fulfilling the terms of the agreement or contract.

#### 4. CONTRACTUAL LIABILITY EXCLUSION

We do not insure *bodily injury* or *property damage* for which the *insured* is liable to pay damages because of the assumption of liability for such in an implied, oral, or written agreement or contract. But see Supplemental Coverage 2.

To the extent that Supplemental Coverage 2 otherwise applies, we do not insure under such coverage: any liability to indemnify another for fire damage to a premises loaned or rented to, or occupied by, you; any *bodily injury* or *property damage* which first occurs prior to execution of the agreement or contract.

This Exclusion does not apply to liability for damages, otherwise insured in this policy, that the *insured* has in the absence of contract.

#### 5. EMPLOYEE, EMPLOYMENT, AND RELATED INJURY EXCLUSIONS

- A. We do not insure any obligations of any *insureds* under a disability benefit, unemployment compensation, workers' compensation, or similar law.
- B. We do not insure *bodily injury* to any of *your employees* arising out of and in the course of:
  1. Employment by you; or
  2. Performing duties related to the conduct of *your* business / operations.

- C. We do not insure *bodily injury* or *personal injury* arising out of the following:

1. Coercion, defamation, demotion, discipline, discrimination, evaluation, harassment, humiliation, reassignment, or other employment-related acts, omissions, policies, or practices.

2. Refusal to employ.

3. Termination of employment.

- D. We do not insure *bodily injury* or *personal injury*:

1. Sustained by the brother, child, parent, sister, or spouse of *your employees* arising out of any injury described in the preceding Paragraphs 5.B and C.
2. With respect to any *employee* (including any *executive officer*) as an *insured* in this policy, in connection with *bodily injury* or *personal injury* to you, your members or partners (if you are a joint venture, limited liability company or partnership) or a fellow *employee*, caused by the *employee* while in the course of employment by you.

- E. We do not insure any obligation to share damages with, or repay, others who must pay damages because of any *bodily injury* described in the preceding Paragraphs 5.B, C, and D.

Exclusions 5.B through E apply whether the claim or suit is brought by *your employees* or by any others or whether you are liable as an employer or in any other capacity. However, Exclusion B does not apply to liability assumed under a contract covered under Supplemental Coverage 2.

#### 6. ENDANGERMENT OR HARM EXCLUSION

We do not insure *bodily injury* or *property damage*, whether or not expected or intended by any *insured*, which is a consequence of an *insured's* willfully harmful act or knowing endangerment.

#### 7. FUNGI / MOLD EXCLUSION

- A. We do not insure *bodily injury*, *property damage*, *advertising injury*, or *personal injury* resulting from or caused by the actual, alleged, or threatened absorption of, contact with, existence of, exposure to, inhalation of, ingestion of, or presence of any *fungi*.

- B. We do not insure any cost, expense, liability or loss arising out of any of the following:

1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to *fungi*.
2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to *fungi*.

However, these exclusions do not apply to *bodily injury* resulting from the ingestion of foods, goods or products intended for human consumption.

## **8. MOBILE EQUIPMENT EXCLUSION**

We do not insure *bodily injury* or *property damage* arising out of any of the following:

- A.** *Mobile equipment* not specifically covered under Supplemental Coverage 8; transportation of *mobile equipment* by an *automobile* borrowed, operated, or owned by, or rented to, any *insured* – even if such *mobile equipment* is otherwise covered by this policy.
- B.** *Mobile equipment* while being used in a prearranged demolition, racing, or speed contest or stunting activity, including preparation or practice for such – even if such *mobile equipment* is otherwise covered by this policy.

*Mobile equipment* means those vehicles described as such in Supplemental Coverage 8.

## **9. POLLUTION / ENVIRONMENTAL DAMAGE EXCLUSION**

- A.** We do not insure *bodily injury*, *property damage*, *advertising injury* or *personal injury* arising out of the actual, alleged, or threatened discharge, dispersal, emission, escape, flowing, leakage, migration, release, or seepage of *pollutants* or other similar forms of environmental damage, regardless of where or how such may take place.

Paragraph A of this Exclusion does not apply to *bodily injury*, *property damage*, *advertising injury* or *personal injury* caused by:

The fumes, heat, smoke, or soot that are products of combustion arising out of a fire at *your premises*, other than such that are the products of burning *pollutants*.

However, if the fire is a controlled act, the following additional conditions apply:

- 1.** All materials burned (and the burning process) must give rise solely to ordinary combustion particulate and products, such as those usual to a building (materials) fire;
  - 2.** The fire must not involve any industrial, manufacturing, or processing activities; and
  - 3.** The premises, site or location is not or was not at any time used by or for any *insured* or others for the disposal, handling, processing, storage, or treatment of waste. Waste includes materials to be reclaimed, reconditioned or recycled.
- B.** We do not insure under this policy any cost, expense, liability, or loss arising out of any of the following:
- 1.** Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, treat, or in any way assess the effects of or respond to *pollutants*; or
  - 2.** Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to *pollutants*.

## **10. PREMISES / OTHER PROPERTY ADDITIONAL EXCLUSIONS**

We do not insure *property damage* to any of the following premises or property:

- A.** Personal property in the care, control, or custody of any *insured* or any property borrowed by *you*. This does not apply to liability assumed under a written sidetrack agreement.
- B.** Premises *you* have abandoned, sold, or transferred to others, if the damage arises out of any part of such premises.  
This does not apply to premises that are *your work* and have been neither occupied by *you* nor rented or held for rental by *you* to others.
- C.** Property occupied or owned by, or rented to, *you*: but see Supplemental Coverage 6.
- D.** With respect to an *employee*, to property borrowed, occupied, owned, or rented by: such *employee*, any of *your other employees*, or any of *your members* or partners (if *you* are a joint venture, limited liability company or partnership).

## **11. PROFESSIONAL ACTIVITIES EXCLUSION**

We do not insure *bodily injury* or *property damage* arising out of the rendering or failure to render any sort of professional advice, product, or service whether such are those of any *insured* or *insured's* indemnitee or any *employees* of an *insured* or employees of an *insured's* indemnitee.

But see Supplemental Coverage 7 for certain coverage.

**If MCL 505 is listed in the Declarations, this Exclusion is waived with regard to products or services which are an incidental and minor part of your principal business / operations otherwise covered by this policy.**

## **12. SILICA EXCLUSION**

- A.** We do not insure *bodily injury*, *property damage*, *advertising injury*, or *personal injury*, resulting from or caused by the actual, alleged, or threatened absorption of, contact with, existence of, exposure to, inhalation of, ingestion of, or presence of silica in any form, including silica particles or dust, or any products or substances containing silica.
- B.** We do not insure any cost, expense, liability or loss arising out of any of the following:
  - 1.** Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to silica in any form, including silica particles or dust, or any products or substances containing silica.
  - 2.** Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to silica in any form,

including silica particles or dust, or any products or substances containing silica.

### **13. VIRUS CONTAMINATION EXCLUSION**

- A.** We do not cover *bodily injury, property damage*, or medical payments resulting from or caused by the actual, alleged, or threatened exposure to contamination at *your premises* by any virus or other pathological agent that causes disease or illness in humans, animals, birds or other creatures.
- B.** We do not insure any cost, expense, liability or loss arising out of any of the following:
  - 1.** Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to any virus or other pathological agents.
  - 2.** Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to any virus or other pathological agents.

However, these exclusions do not apply to *bodily injury* resulting from the ingestion of foods, goods or products intended for human consumption.

### **THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY ONLY TO COVERAGE F**

#### **14. PRODUCTS / COMPLETED OPERATIONS HAZARD EXCLUSION**

We do not insure medical expenses in connection with *bodily injury* included in the *products/completed operations hazard*.

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## **PART II D • SPECIAL LIABILITY CONDITIONS**

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#### **1. DUTIES OF INSUREDS – WHAT TO DO IN CASE OF CLAIM, INJURY, OCCURRENCE, OR SUIT**

*You, other insureds, and other coverage beneficiaries must do all of the following things:*

- A.** Immediately notify *us* of all relevant circumstances relating to a claim or any incident which may result in a claim, with all necessary information. For example: who *you* are; the time, place, and circumstances of the injury or *occurrence*; the names and addresses of injured persons and witnesses.
- B.** Immediately send *us* all bills, documents, notices, papers, or summonses related to any claim or suit brought against any *insured* or to any medical expense claims.
- C.** Cooperate with *us* in matters relevant to the claim or suit. Assist *us* in: conducting suits, including by attending hearings and trials and giving evidence; enforcing any *insured's* rights of contribution or indemnity against others; investigating *occurrences*; making settlements; obtaining records (or other information) or the attendance of witnesses.

- D.** Submit to examination and provide statements under oath and sign and swear to such. If more than one person is examined, *we* reserve the right to examine and receive statements from each person separately and out of the presence of the others. *We* also reserve the right to video record any examination.

- E.** Refrain from voluntarily making payments, assuming obligations, or incurring defense, investigative, or any other expenses – unless with *our* specific written authorization to do so (otherwise such undertakings will be at the *insured's* own expense and *we* will not pay for them). This does not apply to first aid expense coverage.

- F.** With regard to Coverage F, coverage beneficiaries must, as *we* may reasonably require: provide written proof of claim (under oath, if required); submit, at *our* expense, to physical examinations by physicians of *our* choice; and authorize *us* to obtain medical records.

Failure to comply with these (or other conditions) can alter or void *our* obligations under this policy.

## 2. LIMITS OF LIABILITY

*Our* maximum total liability payable for the sum of all damages, injury, liability and loss covered by this policy is limited as follows – regardless of the number of *insureds*, or claims made or suits brought by one or more persons or organizations. *Our* obligation to make payments ceases when the applicable limit is used up in payment of judgments or settlements.

**A. General Coverage Limits** – The following limits apply for all damages or medical expenses in any one *occurrence*, accident, or injury, as indicated:

### 1. Occurrence Limits – Coverages E and F

*Our* maximum limit of liability payable under Coverages E and F in any one *occurrence* is the *occurrence* limit shown in the Declarations: but see sublimits applicable to Supplemental Coverage 6.

### 2. Accident Limit / Per Person Limit – Coverage F

*Our* maximum limit of liability payable under Coverage F for any one person in any one accident is the “per person” limit shown in the Declarations.

### 3. Personal Injury / Advertising Injury Limit

*Our* maximum limit of liability payable under *Personal Injury / Advertising Injury* Coverage for all such injuries sustained by any one person or organization is the limit shown in the Declarations.

**B. Aggregate / Total Limits** – The following limits apply for all damages or medical expenses for all *occurrences*, accidents, or injuries that may occur in the period(s) described in C.

### 1. Aggregate / Total Limit – General Coverages

*Our* maximum limit of liability payable for:

- a. Coverage E;
- b. Coverage F; and
- c. *Personal Injury / Advertising Injury*;

is the general aggregate / total limit shown in the Declarations.

This general aggregate / total limit does not apply to the *products / completed operations hazard*, which is subject to a separate specific aggregate / total limit.

**If a specific aggregate / total limit is not shown in the Declarations, then a general aggregate / total limit does not apply to the subject coverages.**

### 2. Aggregate / Total Limit – Products / Completed Operations Hazard

*Our* aggregate / total maximum limit of liability payable under Coverage E for all damages included in the *products / completed operations hazard* is the limit shown in the Declarations for *products / completed operations*.

## C. Application of Limits

1. The limits described in the preceding paragraphs apply separately to each consecutive 12 month period, beginning with the policy term shown in the Declarations.

2. If the policy is originally issued for more than 12 consecutive months with a terminal period less than 12 months, the limits apply separately to: each consecutive 12 month period; the terminal period. For example; if 27 months: 12 months, 12 months; 3 months. However, if extended after issuance, the terminal period is included in the last 12 month period. For example, 12 months and 15 months.

## 3. OTHER CONDITIONS

**A.** Except for the limits of liability and any duties / rights assigned to the *first named insured*, this insurance applies separately: to each *insured* against whom claim is made or suit is brought; to each *named insured* as if the only *named insured*.

**B.** Bankruptcy of the *insured* does not relieve *us* of *our* obligations under this policy.

### C. Two or More Policies Issued by Us

If this policy and any other policy or coverage form issued to *you by us*, or by any company affiliated with *us*, apply to the same *occurrence*, accident or injury, *our* maximum limit of liability under all of the policies and coverage forms shall not exceed the highest applicable limit of liability provided under any one policy or coverage form. In no event will any limit of liability of this policy be excess over or added to the limit of any other such policy or coverage form.

This Condition does not apply to any policy or coverage form issued by *us*, or by any company affiliated with *us*, as an umbrella / excess liability policy and which specifically applies as excess insurance over this policy.

## PART II E • GLOSSARY

The following words are defined for the purposes of this Part:

### **Automobile**

*Automobile* means:

1. Any land motor vehicle or trailer (including semi-trailers) designed for travel on public roads, including any equipment or machinery attached to such vehicle or trailer.
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

*Automobile* does not include vehicles covered under this policy as *mobile equipment*.

### **Bodily Injury**

*Bodily injury* means bodily harm, sickness or disease sustained by any person including death at any time resulting from such, caused by a covered *occurrence*.





**B. Our Right to Cancel or Terminate**

Our rights to cancel or terminate this insurance are described elsewhere in this policy in the state mandatory endorsement.

**4. CONCEALMENT / MISREPRESENTATION / FRAUD**

This policy is void if, either before or after an *occurrence* or claim, any *insured* misrepresents or knowingly conceals any material fact or circumstance, commits fraud, or swears falsely relating to any aspect of this insurance (including the information we relied upon in issuing this contract). However, if we specifically choose not to declare this policy void, we do not provide insurance under this policy to, or for the benefit of, any such *insureds*.

**5. CONFORMITY WITH STATUTE**

It is agreed by *us* that the provisions in this policy are amended to conform to all applicable statutory requirements.

**6. COVERAGE TERRITORY**

Coverage under this policy applies only within the following territories:

- A. The United States of America (including its possessions and territories), the District of Columbia, Puerto Rico and Canada.
- B. International waters or air space, if the *bodily injury* or *property damage* occurs while in the course of transit to or from the territory described in the preceding Paragraph A.
- C. Anywhere in the world with respect to damages because of *bodily injury* or *property damage* arising out of either:
  - 1. Activities of a person whose home is in the territory described in the preceding Paragraph A, but is away for a brief time in the course of *your business* / operations covered in this policy; or
  - 2. Goods or products made or sold by *you* in the territory described in the preceding Paragraph A.

However, all coverage under this policy applies only to suits which are brought or agreements made with *our* written consent within the territory described in the preceding Paragraph A.

**7. EXAMINATION / CHANGES**

We may, at *our* option, inspect *your* property and operations at any time, make surveys, and make recommendations. However, *our* reports or recommendations or those of any inspection bureau or rating bureau do not constitute a determination or representation that *your premises* or operations are in compliance with any law or regulation, healthful, or safe.

We may inspect and audit *your* books and records at any time (including up to 3 years after termination of this insurance contract) to the extent such pertains to the subject of this insurance or payment of premium. The *first named insured* is required to keep all records necessary for such and send complete accurate copies to *us* at *our* request.

We may make premium adjustments: because of inspection and audit; because of the use of premises not described in this

policy or any other rateable additions or changes; because of newly acquired or formed business entities.

But we are not obligated to continue insurance on additions or changes, new entities, or premises described in the preceding paragraphs. Nor, in any event, are such covered on renewal (of the expiring policy term) unless *you* report such to us and such are described in the renewal Declarations: this condition does not apply to additions or changes (other than new entities) effected within 60 days prior to the renewal date of the expiring policy term.

**8. INSURANCE UNDER MORE THAN ONE COVERAGE**

In the event that more than one coverage under this policy covers the same loss we are liable only for the amount of *our* obligation, up to *our* limit of liability, not exceeding the amount of loss.

**9. LIBERALIZATION**

This policy is automatically extended to include provisions approved during the policy period or within 45 days prior to its inception, which would broaden coverage under this policy, if such are not subject to additional premium or concurrent with coverage restrictions.

**10. OTHER INSURANCE**

- A. This insurance is excess insurance over insurance provided on any basis:
  1. That is not subject to the same provisions contained in this policy, other than an umbrella / excess liability policy which applies in excess of the limits of this policy.
  2. That is property insurance (including fire, allied lines, inland marine) for *your work* or a premises loaned or rented to, or occupied by, *you*.
  3. That is liability insurance (including an umbrella/ excess liability policy) for aircraft, *automobiles*, watercraft, or pollution, to the extent otherwise covered in this policy.
  4. That is primary liability insurance available to *you* when *you* have been added or named as an additional insured on such other insurance for damages arising out of the business / operations or premises described in that other policy.
- B. When this insurance is excess over other insurance:
  1. We have no obligation to defend or provide a defense – but, we may defend:
    - a. If no other insurer defends: we are then entitled to the *insured's* rights against all other insurers; or
    - b. If, at *our* option, we choose to join the defense provided by other insurers or provide a separate defense.
  2. We pay only *our* share of the remaining loss that exceeds the sum of both:
    - a. The total amount payable by all such insurance, as described, in the absence of this insurance; plus



- 2. The *nuclear material* is contained in *spent fuel* or *waste* at any time disposed of, handled, possessed, processed, stored, transported, or used by or on behalf of any *insured*.
- D. The furnishing by any *insured* of equipment, materials, parts, or services in connection with the construction, maintenance, operation, planning, or use of any *nuclear facility*: but if such facility is located within the United States of America, its possessions or territories, or Canada, this applies only to *property damage* to such facility and property located at such facility.
- E. **Glossary**  
The following special definitions apply to this Exclusion:
  - 1. *Hazardous Properties* include explosive, radioactive, or toxic properties.
  - 2. *Nuclear Facility* means any of the following:
    - a. Any *nuclear reactor*;
    - b. Any equipment or device designed or used for: separating the isotopes of uranium or plutonium; processing or utilizing *spent fuel*; handling, processing or packaging *waste*;
    - c. Any device or equipment used for alloying, fabricating, or processing 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 device or equipment is located consists of, or contains more than, 25 grams of plutonium or uranium-233, or any combination of such materials, or more than 250 grams of uranium-235;
  - d. Any basin, excavation, place, premises, or structure prepared for, or used for, the storage or disposal of *waste*; or
  - e. The site on which any of the foregoing property is located, all operations conducted on such site, and all premises used for such operations.
- 3. *Nuclear Material* means *source*, *special nuclear*, or *by-product material*.
- 4. *Nuclear Reactor* means any apparatus designed or used: to sustain nuclear fission in a self-supporting chain reaction; to contain a critical mass of fissionable material.
- 5. *Property Damage* also includes all forms of radioactive contamination of property.
- 6. *Source Material*, *Special Nuclear Material*, and *Byproduct Material* have the meanings given them in the Atomic Energy Act of 1954, or any amendments.
- 7. *Spent Fuel* means any fuel component or element, whether solid or liquid, which has been either used in, or exposed to radiation in, a *nuclear reactor*.
- 8. *Waste* means any material, resulting from the operation of a *nuclear facility* as defined in the first two items of *nuclear facility*, containing *by-product material* other than the tailings or wastes produced by the extraction or concentration of thorium or uranium from any ore processed primarily for its *source material* content.

**NOTE: Similar Common Exclusions are included in Part I (if made part of this Contract).**



**DESIGNATED PREMISES LIMITATION •PART II**

*This endorsement limits insurance to the designated premises and business / operations associated with the designated premises.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

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Policy # **800003678**

**SCHEDULE**

**DESIGNATED PREMISES**

**Description / Location of Subject Premises:**

**16 UNIT APARTMENT BUILDING**

**3501 KENNEDY BLVD, NORTH BERGEN, HUDSON COUNTY, NJ 07047**

**ADDITIONAL LIMITATION - DESIGNATED PREMISES**

*We insure **bodily injury, property damage, personal injury or advertising injury** arising out of only the following:*

- The ownership, maintenance, or use of the designated premises or any property located on the premises.
- Operations on such premises (or elsewhere) which are necessary / related to the ownership, maintenance, or use of such premises; and
- Goods or products manufactured at or distributed from such premises.

**CERTIFIED TERRORISM LOSS COVERAGE • PARTS I AND II**

*This endorsement modifies the policy to extend coverage for certified acts of terrorism.*

**Except as provided below, all other provisions in this policy are unchanged.**

---

**1. COVERAGE MODIFICATION**

- A. Any exclusion of terrorism contained in this policy or attached to this policy by endorsement does not apply to a *certified terrorism loss*.

**B. Cap on *Certified Terrorism Losses***

If the Secretary of the Treasury determines that the amount of *certified terrorism loss* has exceeded the maximum annual liability under the terms of the Federal Terrorism Risk Insurance Act of 2002 or any subsequent action of Congress pursuant to the Act, we will not pay for any amount of *certified terrorism loss* that exceeds such maximum annual liability.

**C. Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy by the Governmental / Legal / War Exclusion, the Nuclear / Radioactive Loss Exclusion or any other exclusion.

**2. ADDITIONAL DEFINITIONS**

The following definitions apply:

*Certified act of terrorism* means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism that is:

- A. A violent act or an act that is dangerous to human life, property or infrastructure and that resulted in damage with an aggregate loss exceeding \$5,000,000:
  - 1. Within the United States;
  - 2. At the premises of a United States Mission; or
  - 3. To an air carrier (as defined in section 40102 of title 49, United States Code) or to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs;
- B. 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.

*Certified terrorism loss* means loss that results from a *certified act of terrorism*.



## SUPPLEMENTAL DECLARATIONS — MCP 011 01 05

*The following special limits and rating factors apply to the designated coverages, in accordance with the provisions of Coverage Form MCP 010.*

	(A) POLICY LIMIT/FACTOR	(B) REVISED POLICY LIMIT/FACTOR	(C) REVISED ITEM LIMIT/FACTOR (1)	NUMBER (5)
<b>PART I B</b>				
<b>SUPPLEMENTAL COVERAGES</b>				
<b>Location 1</b>	<b>Building 1</b>			
		<b>Business Description: 16 UNIT APARTMENT BUILDING</b>		
3501 KENNEDY BOULEVARD				
NORTH BERGEN, NJ				
1. Accounts Receivable	\$ 3,000	\$	\$	
2.A. Automatic Increase (Annual Inflation) Factor		—		
Coverage A		—		
Coverage B		—		
2.B. Peak Season Factor		—		
3. Building Extension				
A. Glass				
Limit	\$ 1,000	\$	\$	
Per Item Limit	\$ 100	\$	\$	
B. Outdoor Signs				
1. Not Attached to Buildings	\$ 1,000	\$	\$	
2. Attached to Building	\$ 1,000	\$	\$	
Deductible	\$	\$	\$	
4. Building Code / Law Coverage		0.10		
6. Consequent Loss (2)				
1. Loss of Utility Service	\$ 1,000	\$	\$	
2. Mechanical Breakdown	\$ 500	\$	\$	
7. Debris Removal				
B. Factor (Covered Loss Times):	0.25	—	—	
C. Additional Limit	\$ 5,000	\$	\$	
9. Fire Expense Coverages				
A. Fire Department Service Charge	\$ 1,000	—	—	
B. Fire Extinguisher Recharge Expense	\$ 1,000	—	—	
10. Newly Acquired Property				
1. Coverage A				
Coverage A Limit Times:	0.25	—	—	
Maximum Limit per Building	\$ 250,000	—	—	
2. Coverage B				
Coverage B Limit Times:	0.10	—	—	
Maximum Limit per Location	\$ 100,000	—	—	
3. Coverage D. 1				
Coverage D Limit Times:	0.10	—	—	
Maximum Limit per Location	\$ 100,000	—	—	

	(A) POLICY LIMIT / FACTOR	(B) REVISED POLICY LIMIT / FACTOR	(C) REVISED ITEM LIMIT / FACTOR	(1) NUMBER (5) Location 1 Building 1
<b>PART I B</b> <b>SUPPLEMENTAL COVERAGES</b>				

11. Off Premises Property				
A. At Other Locations	\$ 5,000	\$	\$	
B. In Transit (3)	\$ 1,000	\$	\$	
Option MCP 505	—	\$	\$	
Optional Theft Limit (4)	—	\$	\$	
12. Outdoor Property				
Limit	\$ 1,000	\$	\$	
Per Item Limit	\$ 250	\$	\$	
13. Personal Property				
B. Personal Effects	\$ 3,000	\$	\$	
C. Property of Others	\$ 3,000	\$	\$	
D. <i>Valuable Papers / Records</i>	\$ 3,000	\$	\$	
14. Pollution Clean Up	\$ 10,000		—	—
15. Precious Metals	\$ 3,000	\$	\$	

**PART I D**  
**PROPERTY LIMITATIONS**

4. Coverages B / C				
A. Furs	\$ 3,000		—	—
B. Jewelry Type Property				
Limit	\$ 3,000		—	—
Per Item Limit	\$ 100		—	—

**PART I G**  
**SPECIAL PART I CONDITIONS**

2. Replacement Threshold (C.1)	\$ 3,000		—	—
2. Special Condition (E / F)	\$ 10,000		—	—
Limit				
Factor	0.05		—	—

**NOTES:**

- With the exception of Supplemental Coverages 6 (Item 2) and 14, the limits and factored amounts of insurance are aggregate limits per occurrence. With regard to 6 (Item 2) and 14 the limits are aggregate limits per policy year for all covered occurrences.
- Column (A) shows Basic Policy Limits / Factors: " — " means coverage not applicable.
- Columns (B) and (C) show the Revised Limits / Factors, which replace those shown in Column (A): " — " means no change permitted.
- The Revised Limits / Factors, shown in Column (C) apply only with regard to the Item or Building / Location, numbered per Declarations, specified: list Item / Number and applicable Revised Limit / Factor.

(1) Or see MCP 012, if listed as applicable to this policy.

(2) Coverage may be deleted by showing zero dollars (\$0) in Column (B).

(3) When Option MCP 505 applies, this coverage and limit is replaced by MCP 505.

(4) When shown, the theft sub-limit applies to such losses in lieu of the MCP 505 limit otherwise applicable.

(5) Item No. or Location / Building Nos. Shown in the Declarations.

MCP 011 01 05

BUILDING CODE / LAW COVERAGE — BLANKET INSURANCE CONDITION • PART I

*This endorsement establishes coverage limits when the policy is written on a blanket basis.*

The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.

Except as provided below, all other provisions in this policy are unchanged.

---

COVERAGE MODIFICATION

Paragraph A of the Building Code / Law Supplemental Coverage is amended as follows:

If blanket insurance is provided by this policy (where more than one building or property is insured under a single limit of liability), the amount of coverage is determined by applying the applicable factor to the Coverage A replacement cost for the specific property subject to the *covered loss*.



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**BUILDING CODE / LAW COVERAGE MODIFICATION**

*This endorsement revises how the limits of coverage are determined.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

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**COVERAGE MODIFICATION****Section A of the Building Code / Law Supplemental Coverage is replaced by the following:**

- A. Coverage A is extended to cover the following losses or expenses that ensue as a direct consequence of *covered loss* at the described premises. The losses or expenses covered under Item A.1 are included within the Coverage A limit of liability for the subject property. This Supplemental Coverage does not provide an additional amount of insurance.

We cover the expenses under Items A.2 and 3 for an amount determined by applying the applicable factor shown in the Supplemental Declarations to the Coverage A limit for the subject property: the product is the specific limit for Items A.2 and 3 combined. If this policy is insured on a blanket basis (where more than one building or property is insured under a single limit of liability), the amount of coverage is determined by applying the applicable factor to an amount that is the greater of:

1. The Coverage A replacement cost value for the specific property subject to the *covered loss* as reported to *us* in the Statement of Values on record with *us*; or
2. The actual Coverage A replacement cost at the time of loss for such property.

The losses or expenses covered are:

1. The loss caused by enforcement of any building, land use, or zoning code / law in force the date of the *covered loss*, that:
  - a. Requires the demolition of parts of the same property not damaged by a covered cause of loss.
  - b. Regulates the construction or repair of buildings, or establishes building, land use or zoning requirements at the described premises.
2. The increased expense *you* incur to construct, rebuild, or repair the property caused by enforcement of building, land use, or zoning code / law in force on the date of the *covered loss*: the property must be intended for the same use / occupancy as the current property unless otherwise prohibited by such code / law.
3. The expense *you* incur to demolish undamaged parts of property and clear the site of such parts caused by enforcement of building, land use, or zoning code / law in force on the date of the *covered loss*.

If MCP 504 is listed in the Declarations, then Coverage D is extended, as to the Coverage Period, to the increased period of time required to comply with the conditions described in the preceding Item 1.



## EQUIPMENT BREAKDOWN COVERAGE

This endorsement, together with the General Property Form (MCP 010) provides additional coverages as described below.

The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.

Except as provided below, all other provisions in this policy are unchanged.

## ADDITIONAL SUPPLEMENTAL COVERAGES

The following is added to Part I B – Supplemental Coverages.

### A. EQUIPMENT BREAKDOWN

We will pay up to the limit shown in the Schedule, your direct physical damage to covered property caused by or resulting from an *accident* to *covered equipment*. As used in this Supplemental Coverage, an *accident* means fortuitous direct physical damage as follows:

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. Loss by artificially generated electrical currents to electrical or electronic appliances, devices or wiring;
3. Explosion of steam boilers, steam engines, steam pipes or steam turbines you own or lease or which are operated under your control;
4. Loss or damage to steam boilers, steam engines, steam pipes or steam turbines caused by any condition or event within such boiler or equipment; or
5. Loss or damage to hot water boilers or other equipment for heating water caused by any condition or occurrence within such boiler or equipment.

### B. COVERAGE EXTENSIONS

Unless otherwise shown in the Schedule, the following coverage extensions also apply to loss caused by or resulting from an *accident* to *covered equipment*. These coverage extensions do not provide additional limits of insurance.

#### 1. Expediting Expenses

We will pay, up to the limit shown in the Schedule, the reasonable extra cost to:

- a. Make temporary repairs to your damaged covered property; and / or
- b. Expedite permanent repairs or permanent replacement to your damaged covered property.

#### 2. Hazardous Substances

We will pay for the additional expenses to repair or replace covered property because of contamination by a *hazardous substance*. This includes the additional expenses required to clean up or dispose of such property.

This does not include contamination of *perishable goods* by refrigerant, including but not limited to ammonia, which is addressed in Spoilage below.

Additional expenses mean those beyond what would have been required had no *hazardous substances* been involved. The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is the limit shown in the Schedule.

### 3. Spoilage

We will pay for the following:

- a. Physical damage to *perishable goods* due to spoilage;
- b. Physical damage to *perishable goods* due to contamination from the release of refrigerant, including but not limited to ammonia; or
- c. Any necessary expenses you incur to reduce the amount of loss under this coverage. We will also pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the *perishable goods* before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the *perishable goods* at the time of the *accident*, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the How Losses Are Settled condition.

The most we will pay for loss, damage or expense under this coverage is the limit shown in the Schedule.

### 4. Computer Equipment

We will pay for loss or damage caused by or resulting from an *accident* to *computer equipment*.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Income you sustain, is the limit shown in the Schedule.

### 5. Data Restoration

We will pay for your cost to research, replace and restore *data*. The most we will pay for loss or expense under this coverage, including actual loss of Income you sustain, is the limit shown in the Schedule.

### 6. Service Interruption

Any insurance provided for Loss of Income, and Spoilage is extended to apply to loss caused by or resulting from an *accident* to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

Unless otherwise shown in the Schedule, Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the *accident*.

The most we will pay for loss damage or expense under this coverage is the limit that applies to Loss of Income or Spoilage.



## **7. Loss of Use**

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. The most *we*

will pay for loss of Business Income *you* sustain or necessary Extra Expense *you* incur is the limit shown in the Declarations for that coverage, unless otherwise shown in the Schedule.

# **ADDITIONAL CONDITIONS**

## **1. Suspension**

When any *covered equipment* is found to be in, or exposed to a dangerous condition, *our* representative may immediately suspend the insurance against loss from an *accident* to that *covered equipment*. We can do this by mailing or delivering a written notice of suspension to *your* address as shown in the Declarations, or at the address where the equipment is located. Once insurance is suspended, it can be reinstated only by written notice from *us*. If insurance is suspended, *you* will receive a pro rata refund of premium. The suspension will be effective even if *we* have not yet offered or made a refund of premium.

## **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.

## **3. Environmental, Safety and Efficiency Improvements**

If *covered equipment* requires replacement due to an *accident*, *we* will pay *your* additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, *we* will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which *actual cash value* applies.

## **4. Deductible**

As regards Equipment Breakdown Coverage only, the following provision is added to Part 1G.2.B. Deductible:

**a.** The Equipment Breakdown Deductible is shown on the Equipment Breakdown Schedule.

If the deductibles vary by type of *covered equipment* and more than one type of equipment is involved in any one *accident*, only the highest deductible for each coverage will apply.

### **b. Direct and Indirect Coverages**

Unless otherwise shown in the Schedule, the direct coverages deductibles apply to all loss or damage covered by this endorsement with the exception of those coverages subject to the indirect coverages deductibles as noted in the following Paragraphs 1, 2 and 3. Unless more specifically indicated in the Schedule, the indirect coverage deductibles apply to Loss of Income.

#### **1. Dollar Deductibles:**

*We* will not pay for loss, damage or expense

resulting from any *one accident* until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. *We* will then pay the amount of loss, damage or expense in excess of the applicable deductible, up to the applicable Limit of Insurance after any deduction for the coinsurance requirements.

#### **2. Time Deductible:**

If a time deductible is shown in the Schedule, *we* will not be liable for any loss occurring during the specified number of hours or days immediately following the *accident*. If a time deductible is expressed in days, each 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:

The ADV (Average Daily Value) will be the Business Income (as defined in any Loss of Use coverage that is part of this policy) that would have been earned during the period of interruption of business had no *accident* 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 any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to all locations included in the valuation of the loss.

The number indicated in the Schedule shall be multiplied by the ADV as determined in the preceding paragraphs. The result shall be used as the applicable deductible.

**4. 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 or damage (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.

**5. The most *we* will pay for loss or damage under this endorsement arising from any *one accident* is the equipment breakdown limit shown in the Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.**



- Additional Supplemental Coverages A.3.); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of ice, sleet or snow; freezing or collapse; flood or earth movement.
- b. 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 goods*, to the extent that spoilage is covered under Spoilage coverage.
2. *We* will not pay under this endorsement for loss or damage caused by or resulting from the following:
- a. *Your* failure to use all reasonable means to protect the *perishable goods* from damage following an *accident*;
  - b. Any defect, programming error, programming limitation, computer virus, malicious code, loss of *data*, loss of access, loss of use, loss of functionality or other condition within or involving *data* or *media* of any kind. But if an *accident* results, *we* will pay for the resulting loss, damage or expense; or
- c. Any of the following tests:
- A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - An insulation breakdown test of any type of electrical equipment.
- C. **Property Exclusions**
- The following are not considered *covered equipment*:
1. Structure, foundation, cabinet, compartment or air supported structure or building;
  2. Insulating or refractory material;
  3. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  4. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  5. *Vehicle*, or any equipment mounted on a *vehicle*;
  6. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
  7. Dragline, excavation or construction equipment; or
  8. Equipment manufactured by *you* for sale.



AXIS INSURANCE COMPANY

## Commercial Lines Policy

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**Home Office:**

111 South Wacker Dr.  
Suite 3500  
Chicago, IL 60606

**Administrative Office:**

11680 Great Oaks Way  
Suite 500  
Alpharetta, GA 30022

**Servicing Office:**

G&G Underwriters  
411 South State St., Suite 1A  
Newtown, PA 18940  
(888) 654-3100

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## This Policy Consists of:

- Declarations
- Common Policy Conditions
- One or more coverage parts

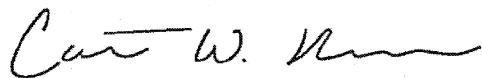
A coverage part consists of  
One or more coverage forms  
Applicable forms and endorsements

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.



Secretary

Andrew Weissert, Secretary



President

Carlton Maner, President

**DATA BREACH EXCLUSION • PART II**

*This endorsement extends the Part II exclusions to any occurrence or injury arising out of a Data Breach.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

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**ADDITIONAL EXCLUSION – DATA BREACH**

**Part II C is extended to include the following:**

- A. *We do not insure bodily injury, property damage, advertising injury, or personal injury, resulting from or caused by a data breach.*
- B. *We do not insure any costs, expenses, liability or loss incurred by you or others, arising out of any notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense arising out of a data breach.*

**GLOSSARY**

*Data Breach* means loss, theft, or accidental release, disclosure or publication of any person's or organization's confidential or personal information. This includes:

- A. Personally identifiable information such as:
  - 1. Identification and contact information.
  - 2. Government issued identification numbers.
  - 3. Financial information.
- B. Protected health information as defined by the Health Information Portability and Accountability Act (HIPAA) including any amendments or additions to such law.
- C. Customer lists, financial information, formulas, patents, processing methods, trade secrets, or other items of information that are not available to the general public.
- D. Any other type of nonpublic information as defined in Title V of the Gramm-Leach Bliley Act of 1999 including any amendments or additions to such law.



**EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION • PART II**

*This endorsement extends the exclusions to any occurrence or injury arising out of Exterior Insulation and Finish Systems as described.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

---

**ADDITIONAL EXCLUSIONS — EXTERIOR INSULATION AND FINISH SYSTEM****A. Part II C is extended to include the following:**

*We do not insure bodily injury, property damage, personal injury or advertising injury resulting from or caused by:*

1. the construction, correction, design, fabrication, installation, maintenance, manufacture, preparation, remodeling, replacement, repair or service of an exterior insulation finish system (EIFS), synthetic stucco, or any similar product or any part; or
2. the application or use of accessories, caulking, coatings, conditioners, paints, primers or sealants in connection with such a product.

**B. Supplemental Coverage 2 in Part II B is extended to include the following:**

*We do not insure bodily injury or property damage for which the insured is liable to pay damages because of the assumption of liability for injury or damage resulting from or caused by:*

1. the construction, correction, design, fabrication, installation, maintenance, manufacture, preparation, remodeling, replacement, repair or service of an exterior insulation finish system (EIFS), synthetic stucco, or any similar product or any part; or
2. the application or use of accessories, caulking, coatings, conditioners, paints, primers or sealants in connection with such a product.



**LEAD/ LEAD CONTAMINATION AND ASBESTOS EXCLUSIONS • PART II**

*This endorsement extends the exclusions to any occurrence or injury arising out of lead or asbestos as described.*

The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.

Except as provided below, all other provisions in this policy are unchanged.

---

**ADDITIONAL EXCLUSIONS**

Part II C is extended to include the following:

**LEAD / LEAD CONTAMINATION EXCLUSIONS**

- A. As to *your premises* that were constructed prior to 1978, we do not cover *bodily injury* or medical payments resulting from or caused by lead or lead contamination arising out of any *occurrence* at such premises. This includes such caused by or through:
  - 1. Absorbing lead;
  - 2. Chewing on, eating or otherwise ingesting lead; or
  - 3. Inhaling lead.

If MCL 589 is listed in the Declarations, this exclusion (Paragraph A) does not apply to premises that have been certified, according to the standards established by the New Jersey Department of Community Affairs, as being free of existing lead hazards.

- B. We do not cover *property damage, advertising injury or personal injury* resulting from or caused by lead or lead contamination arising out of any *occurrence* at *your premises*. This includes such caused by or through any sort of lead contamination or existence of lead in:
  - 1. Air, ground, or water; or
  - 2. Any part of the premises including, but not limited to, building materials and paint.
- C. We do not insure any cost, expense, liability or loss arising out of any of the following:
  - 1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to lead or lead contamination.
  - 2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to lead or lead contamination.

**ASBESTOS EXCLUSIONS**

- A. We do not cover *bodily injury, property damage, advertising injury, personal injury, or medical payments* resulting from or caused by the actual, alleged, or threatened exposure to *asbestos*, or the presence of *asbestos* in any place.
- B. We do not insure any cost, expense, liability or loss arising out of any of the following:
  - 1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to *asbestos*.
  - 2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to *asbestos*.

*Asbestos* as used in this exclusion means the mineral in any form, including but not limited to fibers or dust.



**SEXUAL ABUSE OR SEXUAL MISCONDUCT EXCLUSION • PART II**

*This endorsement extends the exclusions to any occurrence or injury arising out of sexual abuse or sexual misconduct as described.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

**ADDITIONAL EXCLUSION**

**PART II C • Liability Not Insured is extended to include the following:**

- A. *We do not insure bodily injury, property damage, advertising injury, personal injury or medical payments arising out of any actual, alleged or threatened sexual abuse or sexual misconduct committed by any insured or any person performing services for or on behalf of any insured.*
- B. *We do not insure any insured's liability arising out of the employment, investigation, retention, supervision of any person, or the reporting to the proper authorities, or failure to so report, of any act of any person whose conduct would be excluded either under this or any other exclusion in this policy.*

**ADDITIONAL DEFINITIONS**

*Sexual abuse or sexual misconduct* means any illegal or offensive physical act, contact or conduct of a sexual nature.



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**CONTRACTORS NEW YORK STATE BODILY INJURY LIMITATION •PART II**

*This endorsement provides limited liability coverage for bodily injury arising out of an accident occurring in the State of New York.*

**The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.**

**Except as provided below, all other provisions in this policy are unchanged.**

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Policy # **800003678**

**SCHEDULE**

**Limit of Liability**

**\$ 15,000**

**COVERAGE MODIFICATIONS**

Coverage E is extended to include, up to the limit of liability shown in the Schedule of this endorsement, *bodily injury to your employees, contractors, or employees of your contractors arising out of an accident occurring in the State of New York, or arising out of your doing business in the State of New York.*

**ADDITIONAL DEFINITION**

*Employee* means a person employed by *you* and includes a *leased worker*. *Employee* does not include a *temporary worker*.

*Leased worker* means a person who is leased to *you* by a labor leasing firm under an agreement between *you* and such firm to perform duties related to the conduct of *your* business / operations. *Leased worker* does not include a *temporary worker*.

*Temporary worker* means a person who is furnished to *you* as a substitute for a permanent *employee* on leave or to meet seasonal or other short-term workload conditions. *Temporary worker* does not include a *leased worker*.

**MANDATORY ENDORSEMENT — NEW JERSEY**

*This endorsement establishes loss information conditions.*

**Except as provided below, all other provisions in this policy are unchanged.**

---

**YOUR RIGHT TO LOSS INFORMATION**

**The Conditions in this policy are amended to include the following:**

- A.** *We will provide the first named insured loss information relating to this policy and any preceding General Liability Insurance we have issued to you during the previous three years, as follows:*

- 1.** *A report of each occurrence of which we were notified in accordance with the DUTIES OF INSUREDS Condition in Part II D including a brief description of each occurrence and whether any claim arising out of such is open or closed.*
- 2.** *A summary, by policy year, of payments made and amounts reserved stated separately under any General Coverage Aggregate / Total Limits or Products / Completed Operations Hazard Aggregate / Total Limits, as may be applicable.*

The amounts reserved are based on *our* judgment. They are subject to change and *you* should not regard them as ultimate settlement values.

- B.** *We will provide this information only if we receive written request from the first named insured during the policy period. We will provide the information no later than 45 days after receiving such request.*

- C.** *You must not disclose this information to any claimant's representative without our consent.*

- D.** *We compile claim, occurrence and other relevant information for our own business purposes and we exercise reasonable care in doing so. By providing 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.*



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**CERTIFIED TERRORISM LOSS COVERAGE DISCLOSURE**

This endorsement provides a disclosure of the premium and federal share of insured losses. The premium may be shown below or elsewhere in this policy.

The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.

Except as provided below, all other provisions in this policy are unchanged.

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Policy # 800003678

**Certified Terrorism Loss Coverage Premium \$**

Coverage provided by this policy for losses caused by *certified acts of terrorism* is partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act. Under this formula, the United States Government pays a percentage of *certified terrorism losses* exceeding the statutorily established deductible retained by us. The percentage paid by the United States Government will gradually decrease from 85% to 80% as follows:

<b>Calendar Year</b>	<b>Percentage</b>
Beginning January 1, 2015	85%
Beginning January 1, 2016	84%
Beginning January 1, 2017	83%
Beginning January 1, 2018	82%
Beginning January 1, 2019	81%
Beginning January 1, 2020	80%

The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government under the Act.

The total reimbursement for all insured *certified terrorism losses* in any one annual period is limited to \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**NON-CERTIFIED ACTS OF TERRORISM EXCLUSIONS • PARTS I AND II**

This endorsement extends the policy to exclude certain loss arising out of terrorism.

The provisions of this endorsement apply only when the endorsement number is listed in the Declarations.

Except as provided below, all other provisions in this policy are unchanged.

**1. COVERAGE MODIFICATION – PROPERTY**

- A. If Part I is included in this policy, the following exclusion is added to the PART I COMMON EXCLUSIONS:

**NON-CERTIFIED ACTS OF TERRORISM EXCLUSION**

- We do not provide insurance for any loss or damage directly or indirectly arising out of or resulting from a *non-certified act of terrorism*, including any action taken in hindering or defending against an actual or expected *non-certified act of terrorism*. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss resulting from fire (to the extent insured by this policy) ensues, we insure such resulting loss. However, this exception for fire applies only to direct physical loss by fire to covered property. Therefore, this exception does not apply to any sort of consequential loss, loss of use, or loss of utility, including losses under Business Income and / or Extra Expense coverages.

- Regardless of the amount of damage and losses, this *Non-certified Acts of Terrorism* Exclusion applies to any *non-certified act of terrorism*:
  - That involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *non-certified act of terrorism* was to release such materials.

In incidents of *non-certified acts of terrorism* other than those described in the preceding Paragraphs 1.A. 2.a, b, and c, the *Non-certified Acts of Terrorism* Exclusion will not apply unless the *insured damage* to all types of property (in the United States, its territories and possessions, the District of Columbia, Puerto Rico and Canada), sustained by all persons and entities affected by the *non-certified act of terrorism* (and including loss of Business Income and Extra Expense sustained by owners or occupants of such damaged property), exceeds a total of \$25,000,000. Multiple *non-certified acts of terrorism* which occur within a

seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one *non-certified act of terrorism*.

The preceding paragraph describes the threshold used to measure the magnitude of a *non-certified act of terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether the *Non-certified Acts of Terrorism* Exclusion will apply to that incident. When the *Non-certified Acts of Terrorism* Exclusion applies to a *non-certified act of terrorism*, there is no coverage under this insurance.

In the event of any *non-certified act of terrorism* that is not subject to the *Non-certified Acts of Terrorism* Exclusion, coverage does not apply to any element of loss or damage that is otherwise excluded under this insurance.

- However, with respect to any activity that also comes within the terms of the Governmental / Legal / War Exclusion, that exclusion supersedes this *Non-certified Acts of Terrorism* Exclusion.

In the event of a *non-certified act of terrorism* that involves nuclear reaction or radiation, or radioactive contamination, this *Non-certified Acts of Terrorism* Exclusion supersedes the Nuclear / Radioactive Loss Exclusion.

- If Part I is included in this policy, the PART I – GOVERNMENTAL / LEGAL / WAR COMMON EXCLUSION is replaced by the following:

**GOVERNMENTAL / LEGAL / WAR**

- Any act or condition of: war (declared or not), civil war, invasion, insurrection, rebellion, revolution, or seizure of power, including acts done to defend against any such act or condition, whether actual or expected. With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes the Nuclear / Radioactive Loss Exclusion.
- Knowing violation of penal law or ordinance committed by, or with the consent of, an *insured*. Statutory fines or liability. Exemplary or punitive damages.
- Confiscation, loss, or seizure under customs, drug enforcement, or quarantine legislation or regulations. Loss to property that is contraband or in the course of illegal transportation or trade.



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- 
4. Damage or destruction of property ordered by civil authority, other than immediate acts of destruction ordered by authorized civil authorities for the purpose of preventing the spread of fire – provided the fire originates from a cause of loss covered by this policy.

## 2. COVERAGE MODIFICATION – LIABILITY

If Part II is included in this policy, the following exclusion is added to the PART II – COMMON EXCLUSIONS:

### ***NON-CERTIFIED ACTS OF TERRORISM EXCLUSION***

We do not insure *bodily injury, property damage, personal injury* or *advertising injury* arising directly or indirectly out of a *non-certified act of terrorism*, including any action taken in hindering or defending against an actual or expected *non-certified act of terrorism*.

However this exclusion only applies if one or more of the following are attributable to a *non-certified act of terrorism*:

- A. The total of *insured damage* to all types of property sustained by all persons and entities affected by the *non-certified act of terrorism* (and including loss of Business Income and Extra Expense sustained by owners or occupants of such damaged property), exceeds \$25,000,000; or
- B. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  1. Physical injury that involves a substantial risk of death; or
  2. Protracted and obvious physical disfigurement; or
  3. Protracted loss of or impairment of the function of a bodily member or organ; or
- C. The *non-certified act of terrorism* involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- D. The *non-certified act of terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- E. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *non-certified act of terrorism* was to release such materials.

The preceding Paragraphs 2.A and B describe the thresholds used to measure the magnitude of a *non-certified act of terrorism* and the circumstances in which the threshold will apply for the purpose of determining whether the *Non-certified Acts of Terrorism* Exclusion will apply to that incident. When the *Non-certified Acts of Terrorism* Exclusion applies to a *non-certified act of terrorism*, there is no coverage under this insurance.

In the event of any *non-certified act of terrorism* that is not subject to the *Non-certified Acts of Terrorism* Exclusion,

coverage does not apply to any loss or damage that is otherwise excluded under this insurance.

Multiple *non-certified acts of terrorism* which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one *non-certified act of terrorism*.

## 3. OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy by the Governmental / Legal / War Exclusion, the Nuclear / Radioactive Loss Exclusion or any other exclusion.

## 4. ADDITIONAL DEFINITIONS

The following definitions apply:

*Certified act of terrorism* means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism that is:

- A. A violent act or an act that is dangerous to human life, property or infrastructure and that resulted in damage with an aggregate loss exceeding \$5,000,000:
  1. Within the United States;
  2. At the premises of a United States Mission; or
  3. To an air carrier (as defined in section 40102 of title 49, United States Code) or to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs;
- B. 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.

*Insured damage* means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

*Non-certified act of terrorism* means a violent act or an act that is dangerous to human life, property or infrastructure and that is:

- A. Committed by an individual or individuals and appears to be a part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- B. Not deemed to be a *certified act of terrorism* under the terms of the Federal Terrorism Risk Insurance Act of 2002 or any subsequent action of Congress pursuant to the Act.

**MANDATORY ENDORSEMENT – NEW JERSEY**

This endorsement establishes Cancellation / Termination conditions in conformance with New Jersey Laws with regard to our rights as to such as provided under N.J.A.C. 11:1-20 et al., adds a failure to disclose any lead-based paint and any lead-based paint hazard exclusion, and also modifies other policy provisions of this policy.

Except as provided below, all other provisions in this policy are unchanged.

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**ADDITIONAL CONDITIONS****The COMMON CONDITION – CANCELLATION / TERMINATION is supplemented as follows:****B. Our Right to Cancel / Terminate****1. Cancellation/Termination for Nonpayment of Premium**

- a. If the *first named insured* fails to pay, when due, any premium or installment for this policy, it may be cancelled by *us* by mailing or delivering notice of cancellation to the *first named insured* not less than 10 days prior to the effective date of cancellation.
- b. This policy terminates automatically on the expiration date of the expiring policy term if the *first named insured* does not pay when due any renewal premium, or installment payment, for this policy. Notice of the amount of renewal premium must be mailed or delivered by *us* to the *first named insured* not less than 30 days but not more than 120 days prior to the premium due date.

**2. Cancellation / Termination for Causes Other Than Nonpayment of Premium**

- a. *We* may cancel or nonrenew for reasons other than nonpayment of premium by mailing notice to the *first named insured* not less than 30 days (except for reasons of moral hazard which require only 10 days' notice) but not more than 120 days prior to the effective date of cancellation or termination.
- b. This policy cannot be cancelled or terminated for any underwriting reason or guideline that is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the *first named insured*. The underwriting reasons or guidelines that *we* can use to cancel or terminate this policy are maintained on file by *us*. *We* will furnish such to *you / your* lawful representative upon written request.
- c. This provision does not apply to any policy that has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.
- 3. *We* mail or deliver *our* notice of cancellation or termination to the *first named insured's* last mailing address known to *us*. *We* also agree to mail or deliver the notice of cancellation to the mortgagee named in this policy and to any other person entitled to such notice under this policy.

**COVERAGE MODIFICATIONS – LIABILITY AND PROPERTY**

Throughout this policy, the term "spouse" also includes a person with whom an *insured* has entered into a civil union as recognized under the New Jersey Civil Union Act.

**COVERAGE MODIFICATIONS – PROPERTY**

If Part I is included in this policy, the following provisions apply:

**The COMMON CONDITION – ACTION OR SUIT AGAINST US is supplemented as follows:**

No action may be brought against *us* until all conditions in this policy are complied with, and unless brought within 12 months after *our* denial of the entire claim or that part of the claim in dispute (where *we* pay part of the claim but deny payment on the remaining part).

No right exists under this policy for *you* or others to make *us* party to an action against any *insured*.

**COVERAGE MODIFICATIONS – LIABILITY**

If Part II is included in this policy and this policy covers a residential dwelling under Part II, the following provisions apply:

**PART II C – LIABILITY NOT INSURED**

- 1. *We* will not insure *bodily injury* or *property damage* arising out of any consequences of the failure of any *insured* to disclose the presence of any *lead-based paint* or *lead-based paint hazard* at the time of the sale or lease of a *residential dwelling*.

- 2. *We* will not defend any action which arises out of such failure.

As used in this endorsement, the following definitions apply:

***Lead-based Paint***

*Lead-based paint* means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

***Lead-based Paint Hazard***

*Lead-based paint hazard* means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

***Residential Dwelling***

Residential dwelling means:

- 1. A single-family dwelling, including attached structures such as porches and stoops; or
- 2. A single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.



## COMMON EXCLUSIONS

- A. The following exclusion is added to PART I:

### ***Fracking***

We do not provide insurance for any loss or damage arising out of or resulting from *fracking*. This includes, but is not limited to: any earthquake, earth movement or sinkhole collapse.

However, if loss resulting from fire or explosion, or theft (to the extent otherwise insured by this policy) ensues, we insure such resulting loss.

- B. The following exclusion is added to PART II:

### ***Fracking***

We do not insure *bodily injury, property damage, advertising injury, personal injury* or medical payments caused by, or resulting from *fracking*. This includes any damages, expenses, liability, or loss, aggravated by, consisting of, or resulting from any of the following:

1. Earthquake, earth movement, or sinkhole collapse;
2. The actual, alleged, or threatened discharge, dispersal, emission, escape, flowing, leakage, migration, release, or seepage of *fracking* fluids, *pollutants* or other similar forms of environmental damage into land, any body of water, above ground or underground water, or wells;
3. Contamination resulting in any virus or other pathological agent that causes disease or illness in humans, animals, birds, or other creatures;
4. The leasing or renting of *your* premises for the purpose of *fracking*;
5. The removal, storage or transportation of waste water or other chemicals from the *fracking* drilling site;
6. The extraction of *fracking* fluids or other *pollutants* caused by *fracking* from land or water;
7. The removal, replacement, or restoration of land or water that is polluted with *fracking* fluids or other *pollutants* caused by *fracking*.

- C. We do not insure under this policy any cost, expense, liability, or loss arising out of any of the following:

1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the harmful effects associated with the process of *fracking*; or
2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assess the harmful effects associated with the process of *fracking*.

## COMMON GLOSSARY

The following definition is added:

### ***Fracking***

*Fracking* means any process of drilling and injecting chemicals, gas, propane gel, sand, water, or other fluids or substances at high pressure into the ground to break up shale rocks from below the earth's surface in order to release natural gas and oil from below the earth's surface.

***NOTICE TO POLICYHOLDER***  
**BOILER INSPECTIONS**

Please call your boiler department at (800) 425-4119 or email [boilinsp@travelers.com](mailto:boilinsp@travelers.com) in order that an inspection may be conducted promptly at your premises in compliance with state regulations.

Please be prepared to provide the following pieces of information:

- Your AXIS policy number
- Effective date of your policy
- Street address, including city and state
- Contact name at premises
- Phone number of contact
- Date and time of day that is convenient for the contact to allow the inspector on the premises.

**If you have locations in New York City (the five boroughs),** the Department of Buildings requires that all boilers be inspected once during the calendar year. The city will NOT accept late inspections. Heavy fines, which are per boiler, will be levied on the BUILDING OWNER if the boilers aren't inspected and reported to the City in time. To help ensure your boiler will be properly inspected in time to avoid these fines, please call/email your Equipment Breakdown department at the contact information listed above before October 1<sup>st</sup> to allow adequate time for inspector scheduling. This is especially critical if this is your first year insured with AXIS Insurance Co and your effective policy date is in the second half of the calendar year.

Thank you for your cooperation in this important matter.

**SOFTWARE LOSS EXCLUSION – PART I**

*This endorsement establishes an exclusion for software loss.*

**Except as provided below, all other provisions in this policy are unchanged.**

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**COVERAGE MODIFICATION**

We do not provide insurance for any loss, damage, cost or expense, whether preventative, remedial, replacement, statutorily mandated or otherwise, directly or indirectly arising out of, resulting from, or involving a *software loss*.

This exclusion does not apply to direct physical loss or damage to tangible property that *you* do not manufacture, that results from a *software loss*. For purposes of this endorsement, programs, computer software or operating systems, programming instructions and data are not tangible property.

**GLOSSARY**

For the purposes of this endorsement, the following definitions apply:

- A.** *Software loss* means loss of or damage to any program(s), computer software or operating system(s), programming instruction(s), or data arising out of or resulting from any failure, malfunction, deficiency, fault, *virus*, deletion or corruption.

*Software loss* includes but is not limited to loss or damage resulting from any authorized or unauthorized access in or to any:

1. Computer, computer system, computer software or operating systems, computer hardware, communication system,
2. Computer memory, computer chip, microchip,
3. Data processing equipment, file server, networking equipment, integrated circuit or similar device in computer equipment,
4. Program, programming instructions, or data.

- B.** *Virus* means software, data or code that affects the operation or functionality of any:

1. Computer, computer system, computer software or operating systems, computer hardware, communication system,
2. Computer memory, computer chip, microchip,
3. Data processing equipment, file server, networking equipment, integrated circuit or similar device in computer equipment,
4. Program, programming instructions, or data, including but not limited to, any destructive program, computer code, *virus*, worm, logic bomb, denial of service attack, smurf attack, vandalism, trojan horse, or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise to *your* data, software or electronic business systems.

