

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

**COMMON POLICY DECLARATION**

Policy Number

**AXGL14187 2019 0**

Renewal of Number: **AXGL14187**

**Named Insured and Mailing Address**

WH CANADA LAND SURVEYORS  
120 PULASKI AVENUE  
SAYREVILLE, NJ 08872

**PRODUCER - 132**

D & G SAYLES INSURANCE SERVICES  
899 LINCOLN AVENUE  
GLEN ROCK, NJ 07452  
(201) 652-0407

**Policy Term:** From 04/04/2019 to 04/04/2020 12:01 A.M. Standard Time at your mailing address shown above.

**You are a: INDIVIDUAL**

**Your Business/Operation: OFFICE OF LAND SURVEYOR**

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	\$	N/A
Commercial General Liability Coverage Part	\$	1,321
Commercial Inland Marine Coverage Part	\$	578
Commercial Crime Coverage Part	\$	N/A
Commercial Glass Coverage Part	\$	N/A
Certified Terrorism Coverage	\$	N/A
Total Advance Premium	\$	1,899
Surcharge NJ-PLIGA	\$	11

**COMMON POLICY DECLARATION****Policy No. AXGL14187**

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	
MCM 418*(01/2015)	Non-Certified Acts of Terrorism Exclusions
MCM 820*(08/2015)	Mandatory Endorsement - New Jersey
MCM 412 (01/2015)	Certified Acts of Terrorism Exclusions
TPD12 (01/2015)	Notice Of Terrorism Insurance Coverage
MIM 141 (01/2015)	Certified Acts of Terrorism Exclusion
The following forms and endorsements are applicable to the Commercial General Liability Coverage Part	
AXIS 102 AIC (06/15)	AXIS Jacket
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 821*(06/2005)	Your Right to Loss Information
MCL 155 (06/2005)	Designated Products Exclusion
MCL 324 (01/2011)	Additional Insureds - Lessor of Equipment - Part II
	\$ 63

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

MIM 143 (01/2015)	Non-Certified Acts of Terrorism Exclusions
MIM 010 (06/2007)	Inland Marine Common Provisions Form
MIM 112 (12/1996)	Miscellaneous Property Floater

\* Mandatory Forms

06/13/2019

Countersignature Date

By:

Representative



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

## **COMMERCIAL GENERAL LIABILITY POLICY DECLARATION**

## Policy Number

AXGL14187 2019 0

## **Renewal of Number: AXGL14187**

**Named Insured and Mailing Address**

WH CANADA LAND SURVEYORS  
120 PULASKI AVENUE  
SAYREVILLE, NJ 08872

PRODUCER - 132

D & G SAYLES INSURANCE SERVICES  
899 LINCOLN AVENUE  
GLEN ROCK, NJ 07452  
(201) 652-0407

**Policy Term:** From 04/04/2019 to 04/04/2020 12:01 A.M. Standard Time at your mailing address shown above.

## You are a: INDIVIDUAL

## **Your Business/Operation: OFFICE OF LAND SURVEYOR**

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.

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	\$	N/A	
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**  
120 PULASKI AVENUE SAYREVILLE, NJ 08872

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

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

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06/13/2019

Countersignature Date

By:



A handwritten signature in black ink, appearing to read "John M. Gray".

Representative

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

**COMMERCIAL INLAND MARINE POLICY DECLARATIONS**

Policy Number

**AXGL14187 2019 0**

Renewal of Number: **AXGL14187**

**Named Insured and Mailing Address**

WH CANADA LAND SURVEYORS  
120 PULASKI AVENUE  
SAYREVILLE, NJ 08872

**PRODUCER - 132**

D & G SAYLES INSURANCE SERVICES  
899 LINCOLN AVENUE  
GLEN ROCK, NJ 07452  
(201) 652-0407

**Policy Term:** From 04/04/2019 to 04/04/2020 12:01 A.M. Standard Time at your mailing address shown above.

**You are a: INDIVIDUAL**

**Your Business/Operation:** land surveyor

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.

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

Prem No. 1 Bldg No. 1  
120 PULASKI AVENUE SAYREVILLE, NJ 08872

**COVERAGES PROVIDED**

Premises	Limits of Insurance	Coverage	Deductible	Premium
<u>Building or Coverage Item #</u>	<u>Insurance</u>	<u>Coverage</u>	<u>See Form</u>	<u>578</u>
Prem No. 1 Bldg No. 1	28,900	MIM112	\$	578

**MORTGAGEE(S), LOSS PAYEE(S) & MAILING ADDRESS**

See Attached Additional Interests supplemental for Details

06/13/2019

Countersignature Date

By:

Representative





## ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

Policy # AXGL14187

### SCHEDULE

**Location** 1      **Building 1**  
**Interest** Loss Payee  
**Name** BANK OF THE WEST  
**Loan #** 1424807  
**Address** 475 SANSOME STREET  
19TH FLOOR  
SAN FRANCISCO, CA 94111

# **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

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

If you accept this coverage, any terrorism exclusions for acts of terrorism, as defined in the Act, already contained in your policy or included in an endorsement are nullified.

If you accept this offer of coverage, you should know that coverage that may be provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

## **ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You may accept or reject this offer of coverage. Your renewal policy does not include this coverage, but includes an exclusion for terrorism losses.

You may accept this coverage by signing and returning this notice to us by the date listed below. If you elect to accept this coverage, the premium is payable according to your billing notice.

The portion of your annual premium that is for the coverage for terrorism, as defined in this Act, if you accept this coverage is:  
\$       57.      

	I hereby elect to purchase terrorism coverage. Sign and return this form to us by <u>05/04/2019</u> .
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\_\_\_\_\_  
Policyholder/Applicant's Signature

AXIS INSURANCE COMPANY

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
WH CANADA LAND SURVEYORS  
Print Name

AXGL14187  
\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

**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 # **14187**

**SCHEDULE**

**DESIGNATED PREMISES**

**Description / Location of Subject Premises:**

**OFFICE**

**120 PULASKI AVENUE SAYREVILLE NJ 08872**

**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 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.**

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**1. COVERAGE MODIFICATION – PROPERTY**

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

**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 *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.

However, 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.

**2. COVERAGE MODIFICATION – LIABILITY**

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

**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 *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:

1. 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:
  - a. Within the United States;
  - b. At the premises of a United States Mission; or
  - c. 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;
2. 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*.



**CERTIFIED ACTS OF TERRORISM EXCLUSION**

*This endorsement modifies the policy to exclude certain loss arising out of terrorism for Inland Marine Coverage.*

**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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**1. COVERAGE MODIFICATION**

The following exclusion is added to the Inland Marine Coverage EXCLUSIONS – LOSSES NOT INSURED:

**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 *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

**2. 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.

**3. ADDITIONAL DEFINITIONS**

The following definition applies:

*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.



**DESIGNATED PRODUCTS EXCLUSION •PART II**

*This endorsement extends the exclusions to any occurrence arising out of the designated products. The required information 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 # 14187**

**SCHEDULE**

**DESIGNATED PRODUCTS:**

**OFFICE**

**SPECIAL EXCLUSION - DESIGNATED PRODUCTS**

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

*We do not insure **bodily injury or property damage** included in the **products / completed operations hazard** and arising out of any of your **products** designated in this endorsement.*

**ADDITIONAL INSURED - LESSOR OF EQUIPMENT •PART II**

*This endorsement extends the definition of insureds to include the designated person or organization. The required information 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 # 14187

**SCHEDULE****DESIGNATED PERSON OR ORGANIZATION:**

**BANK OF THE WEST  
475 SANSOME STREET  
19TH FLOOR  
SAN FRANCISCO, CA 94111**

**PERSONS INSURED EXTENSION****Lessor of Equipment**

1. **The definition of *insured* in the Glossary is amended to include the following as an additional *insured* under this policy.**

*Insured includes the designated person or organization but only with respect to liability for *bodily injury, property damage, advertising injury, or personal injury* caused, in whole or in part, by *your* maintenance, operation or use of equipment leased to *you* by such person or organization.*

However, this insurance does not apply to:

- A. Any occurrence that takes place after *you* cease to lease the equipment; or
- B. *Bodily injury or property damage arising out of the sole negligence of such person or organization.*

2. This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This includes any liability policy maintained by the additional *insured* where the additional *insured* is a named *insured*. This insurance is excess to any self-insured retention or liability deductible.

**MISCELLANEOUS PROPERTY FLOATER**

*This endorsement, together with the Inland Marine Common Provisions Form (MIM 010) provides coverage on miscellaneous property. The required information 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 of this policy are unchanged.**

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Policy # **14187**

**SCHEDULE**

<b>Description of Covered Property:</b>	<b>Limit of Liability</b>	<b>Deductible</b>
TOPCON ROBOTIC TOTAL STATION PS-103A- Serial # -PS-10\$ AF1733; RC-5 FU3281:TELSA 169668	28,900	\$ 1,000

**ADDITIONAL COVERAGE MODIFICATIONS:**

**INLAND MARINE COMMON PROVISIONS FORM**

This coverage form, together with one or more Inland Marine Coverage endorsements, establishes the provisions for Inland Marine insurance.

**COVERAGE****A. DEFINITIONS AND WORD MEANINGS**

Words shown in *italics* are defined in the Glossary. The meanings of other words / phrases not specifically defined are to be found in their relevant conventional definition, based on consideration of the context in which they are used in this coverage form.

**B. INSURING AGREEMENT – COVERED LOSS**

1. We will pay for fortuitous direct physical loss or damage to Covered Property caused by or resulting from any cause of loss not otherwise excluded or limited in this coverage form.

**2. Insuring Agreement Qualification**

The Coverages in this coverage form are subject to certain Exclusions and Limitations, including General Exclusions, Property Not Covered, and Exclusions – Losses Not Insured.

**C. COVERED PROPERTY**

We cover loss to property for which a specific limit of liability and related premium charge is shown on the Declarations or other specific endorsement. The term “Declarations” also includes a Supplemental Declarations or any other similar forms.

**SUPPLEMENTAL COVERAGES****A. NEWLY ACQUIRED PROPERTY**

1. We cover newly acquired property similar to that already covered in this coverage form, up to a limit of 25% of the existing amount of insurance on similar property, not to exceed a maximum of \$10,000, unless another limit for such property is shown in the Declarations.

**2. Additional Premium**

Additional premium is due on a pro rata basis for the term from the date of acquisition to the expiration of the policy.

Failure to report newly acquired property within 30 days or to pay the additional premium when due will void this coverage.

**3. Coverage Period**

This Supplemental Coverage applies for up to a period of 30 consecutive days from the date of acquisition.

**B. PROPERTY OF OTHERS**

Coverage is extended, up to the applicable limit shown in the Declarations, to property belonging to others, but in the care, custody, or control of an *insured*.

If MIM 501 is listed in the Declarations, this extension is deleted.

**CAUSE OF LOSS OPTION**

**Coverage is provided for fortuitous direct physical loss to or theft of covered property not otherwise excluded or limited in this coverage form.**

**EXCLUSIONS – LOSSES NOT INSURED**

**We do not provide insurance 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. DISAPPEARANCE OF PROPERTY EXCLUSION**

Loss, otherwise covered under this coverage form, 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.

**2. 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.

### 3. FRAGILE ITEMS EXCLUSION

Breakage, chipping, marring, or scratching, 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*; containers of property held for sale by *you*; lenses of photographic or scientific instruments.

### 4. GOVERNMENTAL / LEGAL / WAR EXCLUSION

- 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.
- 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 by this policy.

### 5. INTENTIONAL LOSS EXCLUSION

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

### 6. NUCLEAR / RADIOACTIVE LOSS EXCLUSION

- 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.

### 7. UNAUTHORIZED / VOLUNTARY TRANSFER OF PROPERTY EXCLUSION

- A. Unauthorized Transfer – Loss in connection with property that is given or transferred to any persons or transferred to any place 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 to or transfer to anyone on the basis of being induced to do so by false pretense or fraudulent device, scheme, or trick.

### 8. 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 clean up, 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; 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); marring or scratching; mechanical breakdown; rust.
- B. 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 cleanup, contain, detoxify, monitor, neutralize, remove, test for, or in any way respond to any virus or other pathological agent.

## LOSS CONDITIONS

### 1. ABANDONMENT OF PROPERTY

Abandonment of any property to *us* is prohibited.

### 2. 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.

### 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 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 above 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 in this policy.**

### 3. HOW LOSSES ARE SETTLED

#### A. Limit of Liability per Loss Occurrence

***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 MIM 520 is listed in the Declarations) of the damaged portions of subject property at the time of loss. But, in no event exceeding the lesser of a or b:
  - a. The lesser cost reasonably required, with diligence and ongoing effort, to:
    1. Repair or restore the damaged property, bringing such to the same general condition as existed immediately prior to the loss; or
    2. Replace the damaged property with like property of comparable quality;
  - 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.

#### B. Appraisal

1. If *you* and *we* do not agree on the amount of the loss or values, 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 15 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.

#### C. Deductible

*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.

#### D. Loss to a Portion of a Pair or Set of Articles

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.

#### E. 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*.

#### F. Our Options in Settling Losses

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).

#### G. 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.

#### H. 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 coverage form. Payment under this coverage form shall not reduce the limit of insurance, unless payment is made for a total loss to a scheduled item. If payment is made for a total loss to a scheduled item, the amount of unearned premium applicable to such items shall be refunded to the *insured*, or applied to the additional premium for replacement items scheduled under this coverage form.

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 by 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 in this policy.

#### 4. 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 in this policy.

## COMMON CONDITIONS

### 1. ACTION OR SUIT AGAINST US

The conditions for bringing an action or suit against *us* are described elsewhere in this policy in the state mandatory endorsement.

### 2. ASSIGNMENT OF YOUR INTEREST

No assignment of an interest in this policy is binding on *us* without *our* written consent. However, if *you* are an individual and die, this insurance applies to:

- A. *Your* legal representative, while acting within the scope of the representative's duties.

- B.** Those with custody of *your* property prior to appointment of a legal representative.

### **3. CANCELLATION / TERMINATION**

#### **A. General**

*You* may cancel this policy by: surrendering the policy to *us* or *our* agent or by mailing *us* or *our* agent notice stating a subsequent cancellation date for the policy. Such request made by the *first named insured* applies for all *insureds* / interests named in this policy. All cancellations are pro rata, but a minimum earned premium may apply. Any return premium is payable to the *first named insured* – within 30 days after the cancellation date.

If *you* secure insurance with another insurer to replace *our* policy and do not pay the premium, or installment payment, for this policy when due: this policy terminates at the time such other insurance becomes effective. If *you* sell the described business or premises to others, coverage under this policy terminates at the time title is transferred to others with respect to such business or premises – unless *you* retain an insurable interest.

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

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

### **4. CONCEALMENT / MISREPRESENTATION / FRAUD**

This policy is void if, either before or after a loss, 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 in 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**

*We* cover damage or loss only within the fifty states of the United States of America (including its possessions and territories), the District of Columbia, Puerto Rico and Canada.

### **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 any premises or operations are in compliance with 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 based on the findings of *our* inspection and audit.

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

In the event that more than one coverage in 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.** If any of the property covered under this insurance is also covered under another coverage form of this policy, those provisions are hereby amended to exclude such property. Coverage under this coverage form is the sole coverage on such property under this policy.

**B.** This insurance is excess insurance over other insurance *you* may have applicable to the loss (whether *you* can collect on it or not) that is not subject to the same provisions contained in this policy.

**C.** 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 D.

**D.** 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 in 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 by 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.

## 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* in 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 mailing address shown in the Declarations. Unless otherwise specifically provided for by 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 of 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*.

## GLOSSARY

**The following words shown in *italics* are defined for the purposes of insurance under this coverage form to mean the following:**

**Actual Cash Value** – Consideration may be given by *us* in *our* determination of *actual cash value* to: age; condition; cost to repair, replace, or restore the property, subject to deduction for depreciation; deterioration; economic value; market value; obsolescence (both structural and functional); original cost; use; utility; or other circumstances that may reasonably affect value.

**Covered Loss** – *Covered loss* means fortuitous direct physical damage to, destruction or theft of covered property by a covered cause of loss.

**Fungi** – *Fungi* means any type or form of fungus, mold, mildew spores, algae, smut, protists, rusts or *rot and decay organisms*, and any similar or related organisms and any mycotoxin, substance, compounds, chemicals, mist or vapor produced by any *fungi* in any form, or any by-products or waste produced by *fungi*, but does not include any *fungi* intended to be edible.

**Insured** – *Insured* means the person or entity designated as *insured* in the Declarations, or otherwise named as an *insured* in this policy. *First named insured* is the *insured* named first in the Declarations.

**Pollutants** – *Pollutants* are any gaseous, liquid, solid, or thermal contaminant or irritant, including acids, alkalis, chemicals, fumes, smoke, soot, vapors, and waste (including materials to be reclaimed, reconditioned, or recycled).

**Rot and Decay Organisms** – *Rot and decay organisms* means any living organism that causes decomposition of physical property.

**Specified Causes of Loss** – Where the term *specified causes of loss* is used in this coverage form, the term means the following: fire; accident to a transporting conveyance; aircraft; collapse; earthquake; explosion; falling objects; flood; lightning; riot or civil commotion; sinkhole collapse; smoke; sprinkler leakage; theft; vandalism or malicious mischief; vehicles; volcanic eruption; water damage; weight of ice, sleet, or snow; windstorm / hail.

**We / Us / Our** – *We*, *us*, and *our* refer to the Insurance Company named in this policy.

**You / Your / Yourself** – *You*, *your* and *yourself* refer to the *named insureds* who are the *insureds* named in the Declarations. *First named insured* is the *insured* named first in the Declarations.

**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.**

---

**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.**

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**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.

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**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 # **14187**

**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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**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.

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**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**

1. 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.

2. Regardless of the amount of damage and losses, this *Non-certified Acts of Terrorism* Exclusion applies to any *non-certified act of terrorism*:
  - a. 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
  - b. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - c. 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.

3. 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.

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

**GOVERNMENTAL / LEGAL / WAR**

1. 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.
2. Knowing violation of penal law or ordinance committed by, or with the consent of, an *insured*. Statutory fines or liability. Exemplary or punitive damages.
3. 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.



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.

**NON-CERTIFIED ACTS OF TERRORISM EXCLUSION**

This endorsement modifies the policy to exclude certain loss arising out of terrorism for Inland Marine Coverage.

**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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**1. COVERAGE MODIFICATION**

- A. The following exclusion is added to the Inland Marine Coverage EXCLUSIONS – LOSSES NOT INSURED:

**NON-CERTIFIED ACTS OF TERRORISM EXCLUSION**

1. 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.
2. Regardless of the amount of damage and losses, this *Non-certified Acts of Terrorism* Exclusion applies to any *non-certified act of terrorism*:
  - a. 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
  - b. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - c. 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.

3. 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.

**B. The GOVERNMENTAL / LEGAL / WAR EXCLUSION is replaced by the following:****GOVERNMENTAL / LEGAL / WAR**

1. 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.
2. Knowing violation of penal law or ordinance committed by, or with the consent of, an *insured*. Statutory fines or liability. Exemplary or punitive damages.
3. 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.
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. 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.

### **3. 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.