

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

MARK SANNINO  
150 SPRUCE STREET  
PRINCETON, NJ 08540

# **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:  
\$ 249.

	I hereby elect to purchase terrorism coverage. Sign and return this form to us by <u>02/27/2019</u> .
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\_\_\_\_\_  
Policyholder/Applicant's Signature

AXIS INSURANCE COMPANY

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

\_\_\_\_\_  
MARK SANNINO  
Print Name

\_\_\_\_\_  
AXB9  
Policy Number

\_\_\_\_\_  
Date

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

**BUSINESS OWNERS POLICY DECLARATIONS**

Policy Number

**AXB9 2019 0**

**BASIC PLUS**

**EXPANDED**

Renewal of Number: AXB9

**1. Named Insured and Mailing Address**

MARK SANNINO  
150 SPRUCE STREET  
PRINCETON, NJ 08540

**PRODUCER - 173**

JAMES C FRANCHINO AGENCY INC  
132 COLUMBIA TPKE  
FLORHAM PARK, NJ 07932  
(973) 377-6100

**2. Policy Term:** 12:01 A.M. Standard Time From 01/28/2019 to 01/28/2020

**3. You are a:** INDIVIDUAL

**4. Your Business/Operation:** 6 UNIT APARTMENT BUILDING

IN RETURN FOR THE PAYMENT OF 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.

**5. SCHEDULE OF PREMISES**

Location 1	Building 1	Rating Territory	Construction	Occupancy	Rating Class
150 SPRUCE STREET		MERCER	B	2	Basic: (0) Exp: 1
PRINCETON, NJ 08540					

**PART I - BUSINESS PROPERTY AND LOSS OF BUSINESS INCOME**

LIMIT OF LIABILITY	COVERAGES
<b>Location 1</b>	<b>Building 1</b>

\$ 765,970	A. Building
\$ NIL	B. Business Personal Property
\$ 75,000	C. Loss of Business Income

2 Percent Annual Pro Rata Factor Coverage A

**PART II - BUSINESS LIABILITY**

LIMIT OF LIABILITY	COVERAGES
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\$ 1,000,000	Each Occurrence Limit - Coverage E and F
\$ 5,000	Medical Payments (Cov. F) - Limit Per Person
\$ 2,000,000	General Aggregate/Total Limits - All Other Than Products / Completed Operations
\$ 1,000,000	General Aggregate/Total Limits - Products / Completed Operations

**THIS POLICY CONTAINS AGGREGATE LIMITS: REFER TO LIMITS OF INSURANCE SECTION PART II A OF THE COVERAGE FORM FOR DETAILS.**

## 7. FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY

Form Edition	Description
AXIS 102 AIC (06/2015)	AXIS JACKET
BU 01 43*(03/2014)	Data Breach Exclusion - Part II
BU 01 78*(09/2007)	Exterior Insulation & Finish System Exclusion
BU 01 81*(09/2007)	Sexual Abuse or Sexual Misconduct Exclusion
BU 01 90*(09/2007)	Lead/Lead Contamination and Asbestos Exclusion
BU 04 01*(12/2007)	Businessowners Policy
BU 04 03*(01/2007)	Declarations Supplement - New Jersey
BU 08 20*(08/2015)	Mandatory Endorsement - New Jersey
MCM 418*(01/2015)	Non-Certified Acts of Terrorism Exclusions - Parts I & II
SIBU-0003*(09/11)	Identity Recovery Coverage
SIPN-090*(01/16)	Notice to Policyholder - Boiler Inspections
SIIL-7000*(09/11)	Software Loss Exclusion - Part I
MCM 412 (01/2015)	Certified Acts of Terrorism Exclusions - Parts I and II
SIIL-7001 (09/11)	Equipment Breakdown Coverage Schedule
TPD12 (01/2015)	Notice Of Terrorism Insurance Coverage
BU 01 85 (09/2007)	Building Code/Law Coverage - Blanket Insurance Condition - Part I
BU 05 04 (01/2003)	Premises Limitation - Part II
BU 06 01 (07/2004)	Additional Insured - Part II
BU 10 02 (01/2003)	Protective Safeguards - Automatic Fire Alarm - Part I
SIBU-0002 (09/11)	Building Code/Law Coverage Modification
BU 5003	Water Damage Exclusion - Amended Coverage
BU 5010	Loss of Income
SIBU-0006 (09/11)	Equipment Breakdown Coverage

\* NJ Mandatory Forms

\$ 5,009	< Annual Premium
\$ 30	< Surcharge NJ-PLIGA
\$ 5,039	<b>&lt; Total Premium</b>

07/01/2019

Countersignature Date

By:

Representative



Policy Number: AXB9 2019 0

Effective: 01/28/2019

Each basic limit, or if increased, each revised limit - shown below is *our maximum limit of liability for the coverage in any occurrence, except as otherwise stated.*

**Your Business/Operation: 6 UNIT APARTMENT BUILDING**

Location 1 Building 1 150 SPRUCE STREET  
PRINCETON, NJ 08540

**COVERAGE****PART I**

<b>Accounts Receivable *</b>	Basic Limit:	\$ 3,000
	Revised Limit:	\$ 0

\* Applies Only With Coverage B

**Building**

E. Supplies and Materials Loss by Theft	Basic Limit:	\$ 2,000
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<b>Building Code/Law Coverage *</b>	Factor:	.10
	Revised Factor:	.00

\* Does Not Apply if Insured on Actual Cash Value Basis

**Building Glass Coverage - Limited Coverage**

Basic Limit per Occurrence:	\$ 1,000
Basic Limit on Any One Pane or Unit:	\$ 100

**Burglary & Robbery**

On Premises	\$ 0
Off Premises	\$ 0

**Business Personal Property**

Customers' Property	Basic Limit:	\$ 1,000
	Revised Limit:	\$ 0

\* Separate Specific Amount Not Subject to Coverage B Limit

**Business Property Extension****• Consequential Loss**

• Utility Services	Basic Limit:	\$ 1,000
	Revised Limit:	\$ 0
• Mechanical Breakdown	Basic Limit:*	\$ 500
	Revised Limit:*	\$ 0

\* Annual Aggregate Limit

**• Off Premises**

• Coverage A	Basic Limit:	\$ 5,000 < Total Limit - All Locations
• Coverage B	Basic Limit:	\$ 1,000 < Total Limit - All Locations
	Revised Limit:	\$ 0 < Total Limit - All Locations

**• Personal Effects**

Basic Limit:	\$ 3,000
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**DECLARATION SUPPLEMENT - NEW JERSEY**

BU 04 03 01 07

**Policy Number: AXB9 2019 0****Effective: 01/28/2019**

<b>Part I - CONTINUED</b>	<b>Location</b>	<b>1</b>	<b>Building</b>	<b>1</b>
<b>Debris Removal</b>	Factor:			.25
	Basic Limit:	\$		5,000
<b>Fire Expense Coverages</b>				
* Fire Department Service Charge	Limit:	\$		1,000
* Fire Extinguisher Recharge Expenses	Limit:	\$		1,000
<b>Outdoor (Exterior) Signs</b>	Basic Limit:	\$		1,000
	Revised Limit:	\$		0
<b>Pollution Clean-Up</b>	Basic Limit:	\$		10,000
	Revised Limit:	\$		0
	Separate, Specific Deductible:	\$		
<b>Property Restrictions</b>				
• Furs	Basic Limit:	\$		3,000
• Jewelry	Basic Limit:	\$		3,000
(Jewelry Value Waiver Limit)		\$		100
<b>Replacement Threshold</b>	Limit:	\$		2,000
<b>Trees, Shrubs, and Plants</b>	Basic Limit per Occurrence:	\$		1,000
	Basic Limit on Any one Tree, Plant or Shrub:	\$		250
<b>Valuable Papers and Records</b>	Basic Limit:	\$		3,000
	Revised Limit:	\$		0
<b>Water Damage -Sewer / Drain Backup</b>	Basic Limit:	\$		10,000
When BU 50 03 applies:	Revised Limit:	\$		
<b>Outdoor (Exterior) Building Glass</b>	Linear:			0
	Deductible per Occurrence:	\$		

The following limits apply if limits for such are not shown in the Declarations

**PART II**

<b>Fire and Explosion Legal Liability</b>	Basic Limit:	\$	50,000
	Revised Limit:	\$	0
<b>Personal Injury / Advertising Injury</b>	Basic Limit:	\$	0 < Limit - All Locations
	Revised Limit:	\$	1,000,000 < Limit - All Locations

**DECLARATION SUPPLEMENT - NEW JERSEY**

BU 04 03 01 07

**Policy Number:** AXB9 2019 0**Effective:** 01/28/2019**Supplemental - Continued****Location** 1      **Building** 1**OTHER SPECIAL POLICY CONDITIONS:****Computer Coverage**

When SIBU-0005 applies:

Limit: \$

**Liquor Receipts**

\$ 0



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

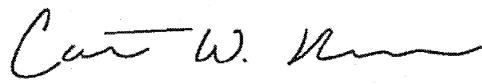
A coverage part consists of  
One or more coverage forms  
Applicable forms and endorsements

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.

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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.



**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.

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**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.



**LEAD / LEAD CONTAMINATION AND ASBESTOS EXCLUSIONS • PART II – NEW JERSEY**

*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 BU 50 90 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.



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## BUSINESSOWNERS POLICY – BU 04 01 12 07

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**YOUR POLICY INCLUDES:**

- The Declarations Page, describing
    - *You and Your Business*
    - The Locations Covered
    - The Applicable Coverages
    - The Applicable Limits of Liability and Deductible
    - Who *We* are and *Your Insurance Representative*
  - The Declarations Supplement, describing
    - Special Limits of Liability
    - Certain Special Conditions of Coverage
  - This Businessowners Form – BU 04 01
- The policy may also include other endorsements.

**THIS BUSINESSOWNERS FORM INCLUDES:**

	ITEM	PAGE
<b>PART I</b>		
	• Part I A – Main Property Coverages Descriptions: <ul style="list-style-type: none"><li>• Coverage A – Buildings</li><li>• Coverage B – Business Personal Property</li><li>• Coverage C – Loss of Business Income</li><li>• Coverage D – <i>Money and Securities</i></li></ul>	2
	• Part I B – Supplemental Coverages	3
	• Part I C – Losses Insured	7
	• Part I D – Property Exclusions / Limitations	8
	• Part I E – Losses Not Insured	9
	• Part I F – Optional Coverages	11
	• Part I G – Special Part I Conditions: <ul style="list-style-type: none"><li>• Duties When Loss Occurs</li><li>• How Losses Are Settled</li><li>• Other Special Conditions</li></ul>	11
<b>PART II</b>		
	• Part II A – Main Liability Coverages Descriptions: <ul style="list-style-type: none"><li>• Coverage E – Liability to Others</li><li>• Coverage F – Medical Payments to Others</li></ul>	14
	• Part II B – Supplemental Coverages	15
	• Part II C – Liability Not Insured	18
	• 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>	21
<b>PARTS I AND II</b>		
	• Common Exclusions	23
	• Common Glossary	24
	• 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>	27

**DEFINITIONS AND WORD MEANINGS**

Words shown in *italics* are defined in the Glossaries.

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 meanings 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.



Ed. 1.0

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## PART I A • MAIN PROPERTY COVERAGES

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### COVERAGE A • BUILDINGS

This agreement covers the following property at the described premises for which a limit of liability is shown for Coverage A, subject to all applicable provisions in this policy.

- A. Buildings (buildings include related structures such as garages, storage and similar outdoor structures) owned by *you* and usual to *your* business / operations as described.
- B. Additions under construction.\* Alterations or repairs. Completed additions.
- C. Equipment, fixtures and machinery, that are permanent parts of such structures. For example, air conditioning systems, elevators, and heating systems.
- D. Outdoor yard fixtures. For example, fences, flag poles, and lamps.
- E. Supplies and materials for use in alteration, construction, or repair of such property.\*

If a special limit for such property is shown in the Declarations Supplement, loss caused by theft is only covered up to that limit.

- \* If covered by other insurance, such are covered in this policy only on an excess basis.

### COVERAGE B • BUSINESS PERSONAL PROPERTY

This agreement covers the following property at the described premises for which a limit of liability is shown for Coverage B, subject to all applicable provisions in this policy.

- A. Tangible personal property owned by *you* and usual to *your* business / operations as described.
- B. Similar tangible personal property owned by others in *your* care, custody, or control for business purposes. This does not apply to the extent the loss is covered by others or if *you* are not responsible to others for the loss. As to tangible personal property of *your* customers, the specific limit shown in the Declarations Supplement applies.
- C. Tenant's improvements and betterments. This means *your* remaining use interest in items made part of the premises by *you*, or otherwise acquired at *your* expense, which cannot legally be removed by *you*. This coverage applies only when the cost of such items is not included in *your* rent and repair or replacement is made at *your* expense.

### COVERAGE C • LOSS OF INCOME RESULTING FROM DIRECT COVERED LOSS

This agreement covers *your* following loss of business income and related expenses, subject to all applicable provisions in this policy.

#### A. Coverage

1. *Your* following loss of business income (that otherwise would have been earned) and related incurred expenses are covered during a necessary interruption of *your* business / operations or untenantability of the premises at the described premises.
  - a. The reduction in net profit, plus continuing usual operating expenses (such as payroll, utilities, rents,

and the like) to the extent such are necessary to restore *your* business / operations. This includes loss which results from the cancellation or suspension of any written agreement which was made prior to the loss, provided that *you* can demonstrate that *you* otherwise would have been able to satisfy and meet all the requirements of the agreement had the *direct covered loss* not occurred.

- b. The reduction in rental income from tenant occupancies that *you* rent to others at the described premises, plus any continuing charges which are the usual obligations of tenants (under terms of the lease) that become *your* obligation because of the loss.
- c. Reasonable extra expenses in excess of *your* usual operating expenses to the extent such are necessary to continue *your* business / operations.

Coverage is not provided for expenses incurred which need not continue during the period of interruption or untenantability.

If BU 50 10 is listed in the Declarations, coverage under the preceding Paragraph A.1.a, does not apply.

2. Coverage applies only to loss and expenses that directly result from a *direct covered loss* at the described premises which causes the necessary interruption or untenantability.

Coverage also applies, for up to 14 consecutive days from the date of loss, when occupancy of the described premises is prohibited by civil authorities because of loss (as would be covered under this policy) at a local premises not owned or occupied by *you*.

3. *You* are required to immediately take all reasonable actions to reduce the amount of *covered loss* and period of interruption or untenantability. For example, by: resuming partial operations or occupancy, making use of other locations, or expediting restoration of *your* property. This condition applies in determining the extent and amount of *our* liability for any loss and expense otherwise covered by this policy.

#### B. Coverage Period

We will pay only for *covered loss* sustained and related expense incurred during the shorter period of time required to with diligence and ongoing effort either:

1. Restore the described business / operations to the same capability and quality of service which existed just prior to the loss; or
2. Promptly repair, restore, or replace that part of the property subject to the *direct covered loss*.

However, to assist after restoration, we will pay any continuing income loss which *you* sustain for a period up to 30 consecutive days beyond such coverage period: this extension does not apply to loss caused by civil authorities, described in Part I A, Coverage C, Item A. 2.

Also, if *you* occupy a premises owned by others and do not have control of its repair or restoration then: *we* will 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.

This period is not limited by the expiration date of this policy, but, in no event is coverage provided beyond 12 months (365 days) from the first day of the *covered loss*.

#### C. Coverage Limitations

**We do not pay for *covered loss* or expense caused by or resulting from the following:**

1. The cancellation or suspension of any lease or agreement, other than as provided in Part I A, Coverage C, Item A.1.a.
2. Loss of or to data processing equipment (including component parts), media or software used in *your* business / operations beyond 30 consecutive days.
3. Interference at the described premises by strikers or others with the repair or replacement of property or with the resumption or continuation of *your* business / operations.

#### D. Limits of Liability / Coverage

1. If marked as "Included" (or if no dollar amount is shown) in the Declarations, no specific maximum dollar limit of liability applies in any one occurrence.
2. If a specific dollar amount is shown in the Declarations, the amount shown is *our* maximum limit of liability in any one occurrence.

3. If marked as "Deleted," "Nil," "Not Applicable (N/A)," "Not Covered" or some other similar reference in the Declarations, Coverage C does not apply.

#### COVERAGE D • MONEY AND SECURITIES – EXPANDED COVERAGE EXTENSION

**This agreement covers, up to the applicable limits shown in the Declarations, *your* following loss to *money and securities* used in *your* business / operations, subject to all applicable provisions in this policy.**

- A. **On Premises** • Meaning loss to such property while within the described premises or within a bank or similar place of safe deposit.
- B. **Off Premises** • Meaning loss to such property while being carried by *you*, *your* partners or any authorized officer, or employee. Coverage applies to property so in route to or from the described premises and any bank or similar place of safe deposit or, while so in route, within the living quarters of such authorized custodians.
- C. A \$200 deductible per occurrence applies, unless a greater deductible amount for this coverage is shown in the Declarations or elsewhere in this policy.
- D. Coverage D applies only if Expanded Coverage is provided on Coverage B. When Coverage B is not provided by this policy, Coverage D applies if BU 50 01 is listed in the Declarations.

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## PART I B • SUPPLEMENTAL COVERAGES

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**These coverages do not extend or modify any provisions of this policy except to the extent specifically described in the following Items 1 through 16. The limits shown for the following Supplemental Coverages are additional amounts of insurance unless otherwise indicated.**

#### 1. ACCOUNTS RECEIVABLE COVERAGE

This covers, up to applicable limit shown in the Declarations or Declarations Supplement, loss due to *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, and other reasonable necessary expenses incurred by *you* to replace or restore these records.

**Coverage does not apply to loss from the following:**

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

Parts I D and I E (other than 7 and 12.A) and the Part I deductible do not apply.

**This Supplemental Coverage applies only in connection with Coverage B.**

#### 2. AUTOMATIC INCREASE IN POLICY LIMITS

- A. **Coverage A** • The limit of liability for Coverage A is increased on an annual pro rata basis by the percentage shown in the Declarations.
- B. **Coverage B** • The limit of liability for Coverage B is increased 10% during those periods of time during the year when it is *your* usual custom to increase the amount of business personal property at the described premises. For example, because of seasonal or holiday sales. If the limit of liability for Coverage B at the described premises is 100% of *your* average monthly values for the 12 months immediately preceding the date of loss, the limit of liability for Coverage B is increased 30% rather than 10%.

#### 3. BUILDING CODE / LAW COVERAGE

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

or expenses covered are:

1. The loss caused by enforcement of any building, land use, or zoning code / law in force on 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*.

Coverage C is extended, as to Condition B under Part I A, to the increased period of time required to comply with the conditions described in the preceding Paragraph 1; but, in no event is coverage provided beyond 12 months (365 days) from the first day of the *covered loss*.

**B. We are not liable for payment under this Supplemental Coverage:**

1. Until the property is repaired or replaced by *you* or *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 not later than the period described in Part I G.2.C.
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.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. This Supplemental Coverage does not apply to buildings or structures insured on an *Actual Cash Value* basis.**

**4. BUILDING GLASS COVERAGE – LIMITED COVERAGE**

Coverage A is extended to cover, up to the applicable limits shown in the Declarations Supplement, loss to building glass other than signs. If Coverage A does not apply under this policy, then Coverage B is so extended if *you* are responsible, by law or contract, to others for the loss.

If the loss is caused by any *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.

**5. BUSINESS PROPERTY COVERAGES**

**A. Coverage A Extension**

Coverage A is extended to cover the following personal property owned by *you* when Coverage B is not provided by this policy.

1. Property furnished in apartments by *you* as landlord.
2. Property used to service or maintain the described premises. For example, air conditioners; fire extinguishers; floor coverings; maintenance equipment; and laundering, refrigerating, ventilating, cooking, and dishwashing appliances.
3. Outdoor furniture.

**B. Consequential Loss Coverage (Spoilage)**

Coverage B is extended to cover, up to the applicable limits shown in the Declarations Supplement, loss to property within buildings or other structures on the described premises: we cover loss to property spoiled as a consequence of the disruption in power, cooling, heating, or refrigeration service resulting from the following:

1. **Loss of Utility Services** • The loss of utility services to the described premises resulting from direct loss (as would be covered by this policy) to property of the utility.
2. **Mechanical Breakdown** • The sudden accidental mechanical breakdown or faulty operation (including refrigerant leakage) of equipment on the described premises providing cooling, electrical, heating, or refrigeration service.

This Extension of Coverage does not include loss resulting from or caused by: any conditions within *your* control. For example, insufficient fuel, inadequate or improper maintenance, disconnection or failure to connect units to power source, failure to turn on power or units, and the like.

When such loss results from *covered loss* to power, cooling, heating, or refrigeration equipment on the described premises the specified limits do not apply. If BU 50 12 is listed in the Declarations, this Supplemental Coverage is not applicable under this policy.

#### C. Off Premises Coverage

With respect to personal property covered in this policy (including any covered within the definition of or by extension of Coverage A), premises coverage applies to *covered loss* that takes place outdoors within 100 feet of described premises. Otherwise, coverage off the described premises is extended as follows:

**Coverage A** • Coverage A is extended to cover, up to the applicable limit shown in the Declarations Supplement, property temporarily away from the described premises for maintenance, repair, or service.

**Coverage B** • Coverage B is extended to cover, up to the applicable limit shown in the Declarations Supplement, loss to covered property while in transit or otherwise temporarily away from the described premises. Property while in transit is also insured for direct physical loss caused by collision, crashing, or derailment of vehicles; stranding or sinking of vessels; and collapse of bridges, culverts, docks or wharves.

#### D. Personal Effects

Coverage B is extended to cover, up to the applicable limit shown in the Declarations Supplement, loss to personal effects, owned by *you* or *your* directors, employees, officers, or volunteer workers, while at the described premises. This Extension of Coverage does not apply if there is other insurance available which covers the loss.

#### E. Other than the preceding Paragraph 5.B, these Extensions do not provide additional amounts of insurance.

### 6. COLLAPSE COVERAGE

- 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 Coverage B under Basic Plus Coverage. 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.

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

### 7. DEBRIS REMOVAL COVERAGE

- A. Coverage is provided, subject to the limits specified in the following Paragraphs B and C, for the necessary reasonable expenses incurred to remove the debris of a property loss covered under this policy.
- 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 direct physical loss times the factor shown in the Declarations Supplement. 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 special limit shown in the Declarations Supplement, if either:
  1. The debris removal expense incurred exceeds the amount available for debris removal expense calculated in the preceding Paragraph 7.B; or
  2. The sum of the debris removal expense incurred and the amount otherwise payable by *us* for the covered direct physical loss exceeds *our* maximum limit of liability on the loss.

*We* pay up to the shortfall or 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 direct physical loss.
- F. Other than Extension C, these Extensions do not provide additional amounts of insurance.

### 8. EMERGENCY REMOVAL COVERAGE

Coverage is extended to cover direct physical loss to covered property when removed from a described premises when in imminent danger of loss by a covered cause of loss. This extension applies for up to 30 consecutive days from the date such removal begins. The “Off Premises” limits (Supplemental Coverage 5.C) and Part I E do not apply.

## **9. FIRE EXPENSE COVERAGES**

### **A. Fire Department Service Charges**

Coverage is extended to cover, up to the applicable limit shown in the Declarations Supplement, *your* written contractual obligation to pay service charges when a fire department is called to protect or save property from imminent direct physical loss covered by this policy.

The Part I 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**

Coverage is extended to cover, up to the applicable limit shown in the Declarations Supplement, the cost to recharge fire extinguishers/related equipment discharged in pursuit of extinguishing a fire at the described premises. The Part I deductible does not apply.

## **10. NEWLY ACQUIRED PROPERTY COVERAGES**

### **A. Coverage is provided for property newly acquired by *you* as follows:**

**Coverage A** • *You* may apply an amount not exceeding 25% of the (greatest) limit of liability for Coverage A to buildings at newly acquired locations, or 25% of the specific limit of liability to additions made in the current policy period to a described premises.

**Coverage B** • *You* may apply an amount not exceeding 25% of the (greatest) limit of liability for Coverage B to *your* business personal property at newly acquired locations.

**Coverage C** • *You* may apply an amount equal to that applicable to Coverage A / Coverage B at the subject location.

These extensions apply when the occupancy at a newly acquired location is similar to the described business or the location is acquired for private warehousing. The “greatest” limit applies where two or more locations described in the Declarations are insured at different limits of liability.

### **B. This coverage applies for up to 45 days from the beginning date of acquisition, but not beyond the policy period or after *you* report to *us* such acquisitions or additions.**

## **11. OUTDOOR (EXTERIOR) SIGNS COVERAGE**

Coverage is extended to cover, up to the applicable limit shown in the Declarations Supplement, loss to outdoor signs (including sign posts and poles) at the described premises. When covering interior arcade signs, “exterior” replaces the term “outdoor.”

We cover such signs for direct physical loss. Parts I D and I E (other than 7 and 12.A) and the Part I deductible do not apply (but, a specific “signs” deductible may apply).

## **12. POLLUTION CLEAN UP COST COVERAGE**

### **A. Coverage is extended to cover, up to the applicable limit shown in the Declarations Supplement, 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 fortuitous direct physical loss to covered property caused by a covered cause of loss.**

The special limit specified for this Supplemental Coverage is *our* total liability for all such expenses 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 such direct physical 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.**

## **13. TREES, SHRUBS, AND PLANTS COVERAGE**

Coverage A is extended to cover, up to the applicable limits shown in the Declarations Supplement, loss (including debris removal expense) to lawns and decorative trees, shrubs and plants. This coverage applies for all covered causes of loss, other than loss by hail, ice, sleet, snow, or wind. This coverage does not apply to property held or grown for business purposes.

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

## **14. VALUABLE PAPERS AND RECORDS COVERAGE**

Coverage B is extended to cover, up to the applicable limit shown in the Declarations Supplement, *your* expenses (including the cost of research) incurred to replace or restore valuable papers and records because of loss to such property by direct physical loss covered by this policy. Parts I D and I E (other than 7 and 12. A) and the Part I deductible do not apply.

The full Coverage B limit applies to the cost of replacements in blank form, or other costs *you* incur to transcribe or copy written (non-electronic) records.

Valuable papers and records means abstracts, books of account, documents, deeds, electronic or magnetic media, manuscripts, and other like records.

## **15. VEHICLE COVERAGE**

Coverage B is extended to cover *your* motorized land vehicles which are used principally on the described premises to service the premises or the described business / operations. For example, electric carts, fork lifts, lawn mowers, tractors and the like so used. If Coverage B is not provided in this policy, then Coverage A is extended to cover such vehicles used exclusively to service the premises.

Coverage does not apply to any vehicles which are: licensed for use on public roads; not principally kept on the described premises; or more specifically insured.

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

#### **16. WATER DAMAGE / RELATED DAMAGE REPAIR EXPENSE COVERAGE**

**A.** Coverage A is extended to cover the following additional expenses incurred in connection with an otherwise covered Sprinkler Leakage loss or Water Damage loss (including freezing) 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 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 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.

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## **PART I C • LOSSES INSURED**

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### **GENERAL CAUSE OF LOSS CONDITIONS – COVERAGES A, B, C**

The various 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, (including, if covered, the taking of the subject covered property by theft and damage arising in the course of such theft)**. Covered cause of loss means a cause of loss contemplated by the following to the extent that such are 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 C or Supplemental Coverage 5.

#### **1. BASIC PLUS COVERAGE**

If the declarations show that “Basic Plus Coverage” applies, property covered by this policy is insured against fortuitous direct physical loss as follows:

**Coverage A** • Property included in Coverage A is insured against fortuitous direct physical loss, subject to all applicable provisions in this policy.

**Coverage B** • Property included in Coverage B is insured against fortuitous direct physical loss by the following, subject to all applicable provisions in this policy:

- **Fire** (hostile fire)
- **Aircraft\***
- **Explosion**
- **Falling Objects\***
- **Glass Breakage\***
- **Lightning**
- **Riot or Civil Commotion\***
- **Sinkhole Collapse\***

- **Smoke\***
- **Sprinkler Leakage\***
- **Vandalism\***
- **Vehicles\***
- **Volcanic Eruption\***
- **Weight of Ice, Sleet, or Snow**
- **Windstorm / Hail**

\* See following cause of loss definitions.

#### **2. EXPANDED COVERAGE**

If the Declarations show that “Expanded Coverage” applies, property covered by this policy is insured against fortuitous direct physical loss as follows:

##### **Coverage A and Coverage B.**

Property covered by this policy is insured against fortuitous direct physical loss, not otherwise excluded or limited in this policy. If only Coverage B applies, this includes loss (other than by fire or explosion or to glass) to that part of a nonowned building occupied by *you* or containing *your* property directly resulting from an act of theft, provided *you* are responsible to others for such loss.

The losses and costs excluded under the following descriptions of the causes of loss Falling Objects and Sinkhole Collapse also apply to Expanded Coverage.

#### **3. DESCRIPTION OF CAUSES OF LOSS**

The following cause of loss definitions apply:

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

2. 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:
1. Acts of striking employees while occupying the described premises;
  2. 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 wilful 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 or signs; 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:
1. Airborne blast or shock waves;
  2. Ash, dust, or particulate matter other than that which can be swept or washed away without leaving
- physical damage; and
3. Lava flow;  
caused by eruption of a volcano; but see Common Exclusions Part I, Item 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\***: Means the 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 such discharge of other liquids or materials.
- \* Applicable to Coverage A and Expanded Coverage for Coverage B.
- 4. 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.
- 5. COVERED LOSS**
- A. Coverages A and B** • *Covered loss* as described in Part I C, General Cause of Loss Conditions – Coverages A, B, C.
  - B. Coverage C** • Relevant to the context in which it is used:
    1. *Direct covered loss* means: the fortuitous direct physical loss (as described in Part I C, General Cause of Loss Conditions – Coverages A, B, C) which occurs at described premises occupied by *you* (occupancy is not a condition for Rental Income loss), which directly results in the subject covered Loss of Income;
    2. *Covered loss* means: the subject covered Loss of Income which results as a direct consequence of such described *direct covered loss*.

## PART I D • PROPERTY EXCLUSIONS / LIMITATIONS

### 1. PROPERTY NOT COVERED

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

- A. Accounts, bills, deeds, evidence of debt, *money* or *securities*, notes, and gold, silver, or other precious metals. Valuable papers and records.
- B. Building glass and outdoor (exterior) signs, but see Supplemental Coverages 4 and 11.
- C. Creatures of any sort (except for insured animal stocks).
- D. 1. Earthworks and land, including costs of excavation, grading, and filling, and paved surfaces such as walks and driveways; water.

2. Pilings, piers, wharves and docks; and retaining walls not part of buildings.
3. Underground drains, flues, and pipes; and foundations below the ground surface or, if there is a basement, below the subsurface of the lowest basement.
- E. Property not described in this policy.
- F. Property otherwise insured under Coverage B that is more specifically described and insured by this policy or under any other insurance contract.

- G. Trees, shrubs, plants, lawns, and growing crops, but see Supplemental Coverage 13.
  - H. Vehicles, as follows: aircraft, motorized land vehicles, and watercraft (unless held by *you* for repair, sale, or service). This includes any of their accessories, equipment, motors, and parts, and their trailers, but see Supplemental Coverage 15.
- 2. PROPERTY RESTRICTIONS • COVERAGE B**
- The following restrictions apply to loss to covered property.
- A. **Breakage** • Glass and other similar fragile or glass type items are not covered for breakage. This does not apply to lenses of photographic or scientific equipment or to bottles or similar containers.
  - B. **Furs** • Furs and fur trimmed garments are covered, in aggregate, up to the applicable limit shown in the Declarations Supplement.
  - C. **Jewelry** • Jewelry; jewels; pearls; precious and semi-precious stones; watches and watch movements; and gold, silver, and other precious metals in bullion or other form are covered, in aggregate, up to the applicable limit shown in the Declarations Supplement. But, this limit does not apply to any items of jewelry or any watches valued at less than the specified waiver amount shown in the Declarations Supplement.
- If loss is caused by a *specified cause of loss* these restrictions do not apply.

## PART I E • LOSSES NOT INSURED

We do not insure loss consisting of, or directly or indirectly caused by, one or more of the following, except to the extent otherwise specifically provided for in this policy. Such loss is not insured whether or not an otherwise covered cause of loss contributes concurrently or otherwise to the loss.

- 1. BUILDING LAW EXCLUSION**  
The enforcement of any laws regulating construction, repair, demolition, or debris removal, other than safety glazing laws. But see Supplemental Coverage 3.
- 2. COMPUTER HACKING AND COMPUTER VIRUS EXCLUSION**  
*Computer hacking or computer viruses.*
- 3. DISAPPEARANCE OR DISHONESTY EXCLUSION**  
The unexplained or mysterious disappearance of property including *money* and *securities*, or shortages disclosed on taking inventory. Acts of appropriation, pilferage or shoplifting. Criminal, dishonest, or fraudulent acts by, or instigated by, *you* or *your* directors, employees, officers, partners, or trustees or other *insureds*, or by anyone given possession of property, other than a bailee for hire.
- 4. ELECTRICAL DAMAGE EXCLUSION**  
Loss, however caused, by artificially generated electrical currents to electrical or electronic appliances, devices or wiring. But, if loss by fire, not otherwise excluded, ensues *we* insure such ensuing loss.
- 5. EXPLOSION OF STEAM EQUIPMENT EXCLUSION**  
The explosion of steam boilers, engines, pipes, or turbines *you* own or lease or which are operated under *your* control. But, if loss by fire or subsequent explosion, not otherwise excluded, ensues *we* insure such ensuing loss. *We* also insure loss by the explosion of gas or fuel within the firebox, combustion chamber or flues of any such equipment.
- 6. FLOOD / FLOODING EXCLUSION**  
Flood, flooding, 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 caused by, or a consequence of, rain, snow, wind or other conditions of the weather, or other covered causes of loss.
- But, if loss by fire, explosion, sprinkler leakage or theft, to the extent insured by this policy, ensues *we* insure such ensuing loss.
- 7. INTENTIONAL LOSS EXCLUSION**  
Acts committed by, or at the direction of, any *insured* with the intent to cause a loss.
- 8. LEAKAGE FROM FROZEN EQUIPMENT EXCLUSION**  
The leakage or overflow from, or damage to, plumbing, heating, air conditioning or other equipment or appliances which freeze while the building is vacant or unoccupied. But, *we* do insure such loss if necessary and ongoing care is exercised to maintain adequate heat in the building, or such equipment and appliances are drained and the water supply shut off.
- 9. LOSS OF USE OR DELAY EXCLUSION**  
Because *you* cannot sell or use property, or resulting from delay.
- 10. POWER, HEATING, OR COOLING FAILURE EXCLUSION**  
Power, heating, or cooling failure, change in temperature or humidity, or loss of utility services. But see Supplemental Coverage 5.B.
- 11. WATER DAMAGE EXCLUSIONS**
  - 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; or walls. See also mudflow or mudslide under Exclusion 12.E.
  - B. Water or sewage which backs up through sewers or drains or overflows from a sump.

If BU 50 02 is listed in the Declarations, then Exclusion 11.B is deleted.

If BU 50 03 is listed in the Declarations, then Exclusion 11.B is amended in that *we* do cover damage caused by water or sewage which backs up through sewers or drains or overflows from a sump up to the applicable limit shown in the Declarations Supplement.

## 12. WEAR, TEAR AND OTHER SPECIFIED CAUSES 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; but see Supplemental Coverage 12 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 or mudslide; rock slides or rock falls.
- See also Common Exclusion 1 as to catastrophic earth movement.
- F. Marring or scratching, but only with regard to personal property.
  - G. Smog, or smoke from agricultural or industrial activities.

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

such resulting loss, other than collapsing concurrent with or ensuing as a result of loss subject to in the preceding Exclusions B and E.

## 13. WEATHER / RELATED EXCLUSION

### A. Coverage B

- 1. Loss to personal property caused by changes or extremes of temperature or by dampness or dryness of the atmosphere.
- 2. Loss by hail, ice, rain, sleet, or snow to personal property within a building or structure unless:
  - a. Insured for Expanded Coverage; or
  - b. The exterior roof or walls first sustain loss by any covered cause of loss which then allows these elements to enter the building or structure.
- 3. Loss by freezing, rain, hail, ice, sleet or snow: but these apply only to personal property while outdoors at the time of loss.

### B. All Property

- 1. Drought.
- 2. Any other weather conditions: but this only applies if weather conditions contribute with a cause, condition, or event, otherwise excluded in this policy, to produce the loss.

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

## AND WE DO NOT COVER LOSS TO THE FOLLOWING PROPERTY

## 14. HOT WATER / STEAM EQUIPMENT EXCLUSION

- A. **Hot Water Boilers** – To hot water boilers or other equipment for heating water caused by any condition or occurrence within such boiler or equipment. But, *we* do insure loss by explosion.
- B. **Steam Equipment** – To steam boilers, engines, pipes or turbines caused by any condition or occurrence within such boiler or equipment. But, *we* do insure loss caused by the explosion of gas or fuel within the firebox, combustion chamber, or flues of any such boiler or equipment.

## 15. 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 • OPTIONAL COVERAGES

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These coverages do not extend or modify any provisions in this policy except to the extent specifically described as follows. Only those options designated as applicable in the Declarations or Declarations Supplement apply to this policy.

### 1. BURGLARY AND ROBBERY COVERAGE

This covers your loss by *burglary and robbery* to:

- A. Business personal property covered under Coverage B. The full Coverage B limit applies to the loss of such business personal property.
- B. Money or securities used in your business / operations, up to the applicable limits shown in the Declarations, as follows:
  1. **On Premises.** Meaning loss to such property while within the described premises or within a bank or similar place of deposit.
  2. **Off Premises.** Meaning loss to such property while being carried by you, your partners or any authorized officer or employee. Coverage applies to property so in route to or from the described premises and any bank or similar place of safe deposit or, while so in route, within the living quarters of such authorized custodian.
- C. A \$200 deductible per occurrence applies, unless a greater deductible amount for this coverage is shown in the Declarations or elsewhere in this policy.

- D. This option only applies when Basic Plus Coverage is provided on Coverage B.

### 2. OUTDOOR (EXTERIOR) BUILDING GLASS COVERAGE

This covers loss to outdoor building glass and entrance glass, including encasing frames and lettering or ornamentation on such glass, at the described premises.

The covered property must be owned by *you*, or be in *your* care, custody and control and be part of that portion of the premises occupied by *you*.

This also includes the expense of boarding up damaged openings, installing temporary repairs or plates, and removal of obstructions, to the extent made necessary by the loss.

When covering interior arcade glass, "exterior" replaces the term "outdoor."

We cover direct physical loss. Parts I D and I E (other than 7 and 12.A) and the Part I deductible do not apply. If Coverage A does not apply under this policy, then the full Coverage B limit applies.

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## PART I G • SPECIAL PART I CONDITIONS

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### 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 damage. 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 / inspection.
- 2. Produce for examination and copying: the inventory described in the following Paragraph 1.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. Limits of Liability**

*Our* liability for loss is limited to whichever amount is the smallest of the following:

1. The replacement cost or *actual cash value* of the property at the time of loss, whichever basis applies to the property covered under this policy. But not exceeding the lesser of: the reasonable cost required, with diligence, to repair or replace the property with equivalent property at the described premises intended for the same use / occupancy; or the amount spent for such repair or replacement – even if the *actual cash value* is greater.
2. The limits or amounts of insurance shown in the Declarations or Declarations Supplement as applicable to the loss.
3. *Your* insurable interest or that of any “mortgagee” named in this policy.

**B. Deductible**

*We* are liable for that amount of the loss in any one occurrence in excess of the deductible amount shown in the Declarations. The deductible does not apply to Coverage C.

**C. Bases of Settlement**

**1. Replacement Coverage.** Loss settlement under Coverages A and B is on a replacement basis unless otherwise provided by this policy. But, this applies only if replacement is made at the described premises: *We* may waive this requirement in writing if building laws prohibit replacement at the described premises (then see Supplemental Coverage 3), or for other reasons acceptable to *us*.

*We* are not liable for payment on a replacement basis until the repair or replacement is completed, unless the total cost for full repair or replacement is less than the replacement threshold limit shown in the Declarations Supplement. *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 or replacement which *you* have completed at the time you make such claim.

**2. Actual Cash Value**

If the *actual cash value* settlement is applicable, then loss is settled on the basis of the *actual cash value* of the property at the time of loss.

**3. Money or Securities**

*Our* liability for loss to *money* or *securities*, to the extent covered by this policy, does not exceed whichever amount is the smaller of the following:

- a. The *actual cash value* of the property at the time of loss.
- b. The cost to replace the property with equivalent property. The cost of replacing *securities* may be determined by *us* by market value at the time of settlement.

If more than one location is covered, the “Off Premises” limits are not cumulative, and any specific location limit applies only to loss from the described location.

**4. Tenant’s Improvements and Betterments**

*We* will pay *your* use interest in such property based upon consideration of: (a) the unexpired term of the lease at the time of loss and, (b) the age of such property at the time the lease expires related to *your* expenses to acquire such property. However, if *you* repair or replace the property at *your* expense *we* will pay for the loss on a replacement cost or *actual cash value* basis, whichever coverage option is applicable under this policy.

**D. Abandonment of Property**

There can be no abandonment to *us* of any property.

**E. Appraisal**

If *you* and *we* fail to agree on the amount of the loss or values, either one can require that the amount of loss or values 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 is to then notify the other of the selected appraiser.

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.

The appraisers are to set the amount of the loss or value. 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 sets the amount of loss or value.

Each appraiser is paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire are to be paid equally by *you* and *us*.

If *we* agree to appraisal, *we* specifically retain *our* right to deny the claim.

#### F. Loss to a Portion of a Pair or Set of Articles – Coverage B

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 the 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.

#### G. 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*.

However, loss does not reduce the amount of insurance unless an aggregate limit applies.

#### H. Our Options in Settling Losses – Coverages A and B

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).

#### I. 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.

#### J. 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 the trustee represents those with an interest under this policy.

#### 3. OTHER SPECIAL CONDITIONS

##### A. Mortgagee Clause

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 all mortgagees, trustees or secured parties named in this policy who comply with the following conditions of this policy.

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, if *you* fail to do so.
3. Furnish proof of loss within 60 days after *our* request, if *you* fail to do so.
4. Give *us* the mortgagee's rights of recovery against anyone liable for the loss. This is not to impair the right of the mortgagee to recover the full amount of the mortgagee's 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 in case *we* deny *your* claim.

Cancellation may be made by *us* in accordance with the cancellation provisions described in the Common Conditions.

**B. No Benefit to Bailee**

This insurance does not inure to the benefit of any carrier or others having custody of *your* property for a fee or other payment.

**C. Vacancy, Unoccupancy, and Other Increase in Hazard**

1. This insurance is suspended on a covered building while vacant beyond a period of 60 consecutive days. "Vacant" or "Vacancy" means not containing the contents customary to occupancy of the building. A building in the course of lawful construction or renovation is not considered vacant.
2. This insurance is suspended on a covered building while unoccupied beyond a period of 60 consecutive days. This does not apply to unoccupancy during that part of the year when it is *your* custom to close because of seasonal use.
3. We are not liable for loss occurring while the hazards we undertook to insure at the subject premises are increased by means which are within *your* control (or

of those *you* designate to have control of the premises in *your* absence). Lawful building alteration, construction, maintenance, or repair, unless changing the use of the premises, is not an increase in hazard.

Increase in hazard includes changes affecting any of the following: use of the premises; the rates for this insurance; the acceptability of 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* or 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.

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## PART II A • MAIN LIABILITY COVERAGES

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**APPLICATION OF THIS INSURANCE (PART II)**

This insurance applies to liability arising out of *your premises* and business / operations, designated in the Declarations or elsewhere in this policy, to the extent covered in this policy, or those newly acquired or formed by *you* during the current policy period as provided in the definition of *insureds*.

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

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

**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*.

- 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.

## PART II B • SUPPLEMENTAL COVERAGES

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 for *bodily injury*, *property damage* and *personal/advertising injury* 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 at *our* expense 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. Agreement 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. Lease of premises (but not as to fire or explosion damage) or elevator maintenance agreement.
4. Sidetrack agreement.

#### 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, provided that 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.

### **3. EMPLOYER'S LIABILITY FOR NONOWNED AUTOMOBILE COVERAGE**

- A.** Coverage E is extended to include *bodily injury* and *property damage* arising out of the use (including *loading or unloading*) of *nonowned automobiles* in *your business*, as follows:
  - 1.** Use by anyone, with *your permission*, of a nonowned four wheel private passenger or station wagon *automobile*, or a four or six wheel private passenger van type *automobile*. But this does not apply to use by *you*, *your partners*, or members of *your or your partners' households*.
  - 2.** Use on an occasional infrequent basis, by *your employees*, of a nonowned truck type vehicle designed to carry goods or materials on public roads.
- B.** None of the following is an *insured* as respects this coverage extension:
  - 1.** *Your partner or executive officer* for an *automobile* owned by such partner or *executive officer* or any member of their household.
  - 2.** The owner of a *nonowned automobile* or any agent or employee of such owner.

- C.** This extension applies only when primary *automobile* liability insurance is provided in another policy by others or by *you*. Coverage F does not apply to this extension.

If BU 50 04 is listed in the Declarations, this Supplemental Coverage is not applicable under this policy.

#### **D. Glossary**

*Nonowned automobile* means an *automobile* that is not: owned by *you*; hired or leased by *you* or on *your behalf*; registered in *your name*; or loaned to *you*; but includes *automobiles* loaned to *you* by *your employees*, *executive officers*, or partners or members of their household.

### **4. 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.

### **5. 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 BU 50 05 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).

### **6. 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.

### **7. INCIDENTAL FIRE AND EXPLOSION LEGAL LIABILITY COVERAGE**

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

- A.** Arising out of fire or explosion at a nonowned premises rented to, or occupied by, *you*.
- B.** If BU 50 08 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*.

### **8. 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.

### **9. 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 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 6 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.**

## 10. 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.

## 11. PERSONAL INJURY / ADVERTISING INJURY COVERAGES

### A. Liability to Others

We pay for the benefit of *insureds*, up to the limit of liability shown in the Declarations or Declarations Supplement, 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.

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. 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:

#### *Personal Injury / Advertising 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, partnership or limited liability company).
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.

#### **C. 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 this policy in any way to any costs, damages, liability, or loss expressly excluded under Coverage E.

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## **PART II C • LIABILITY NOT INSURED**

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**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 5.

### **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 *automobile*, aircraft, 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 semitrailers attached to any *automobile*, aircraft, or watercraft. But see Supplemental Coverages 3, 6 and 10.

### **3. BUSINESS ACTIVITIES / BUSINESS RISK EXCLUSIONS**

A. 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.
- B.** 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 on-going) accidental physical damage to *your products* or *your work* after such is put to its intended use.
- C.** *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*.
- D.** *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.
- E.** *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.
- F.** *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.

#### **G. 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 or explosion damage to a premises loaned or rented to *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 employment by *you*.
- 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 9; transportation of *mobile equipment* by an *automobile* borrowed, operated, 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 9.

## **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 business, 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.
- 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* as follows:

- A. To 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. To 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. To property occupied or owned by, or rented to, *you*: but see Supplemental Coverage 7.
- 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 8 for certain coverage.

## **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*.

### **15. SPECIFIED PERSONS EXCLUSIONS**

We do not insure medical expenses in connection with *bodily injury* to any of the following persons:

- A. Any *insured*.
- B. Any person to whom benefits are payable, or must be provided, under a disability benefit, workers' compensation, or similar law, for injury sustained by such person.
- C. Any person hired to do work for, or on behalf of, any *insured* or a tenant of any *insured*.
- D. Tenants or other persons on *your premises* if the injury occurs on that part of *your premises* such person normally occupies.

### **16. SPORTS ACTIVITIES EXCLUSION**

We do not insure medical expenses in connection with *bodily injury* to any person taking part in athletic activities.

### **17. YOUR MEDICAL SERVICES / GENERAL MEDICAL EXCLUSIONS**

A. We do not insure medical expenses in connection with medical services that are provided by *you, your employees, or others* under contract to *you* to provide medical services, including first aid (Supplemental Coverage 4) to others at the time of an accident.

B. We do not insure any medical expenses in connection with any *bodily injury* otherwise excluded under this policy.

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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 attending hearings and trials and giving evidence; enforcing the *insured's* rights of contribution or indemnity against others; investigating *occurrences*; making settlements; obtaining records / 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* reasonably require: provide written proof of claim (under oath, if required); submit, at *our* expense, to physical examinations by physicians of *our* choice; 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 judgment 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 the sublimit applicable to Supplemental Coverage 7).

### **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 or Declarations Supplement.

- 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 the following Paragraph 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 occurrence limit shown in the Declarations.

## **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.

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## COMMON EXCLUSIONS – PARTS I AND II

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The following includes similar type Exclusions applicable to Parts I and II. These Common Exclusions apply in addition to those shown under the separate Coverage Parts. We provide no insurance for any 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.

### PART I

#### The following apply to Part I

##### 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 – Losses Insured, Item 3.J); 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.

### PART II

#### The following apply to Part II

##### 1. EARTHQUAKE

Earthquake.

##### 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, any *insured*. Statutory fines or liability. Exemplary or punitive damages. Illegal trade.

- C. Violation of any ordinance, regulation or statute that prohibits or limits the communicating, distributing, sending or transmitting of material or information such as the Telephone Consumer Protection Act (TCPA) or the CAN-SPAM Act of 2003, including any amendments or additions to such laws.

- D. Confiscation, loss, or seizure under customs, drug enforcement or quarantine legislation or regulations.

##### 3. NUCLEAR ENERGY

We do not insure *bodily injury* or *property damage* as follows:

- A. With respect to which an *insured* in this policy is also an insured under any nuclear energy liability policy (or would have been an insured under such but for its termination upon exhaustion of its limits).
- B. Resulting from the *hazardous properties of nuclear material*, with respect to which:
  - 1. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendments; or
  - 2. The *insured* is (or would be if this policy did not exist) entitled to indemnity from the United States of America or its agencies under any agreement entered into by the United States of America or its agencies.
- C. Resulting from the *hazardous properties of nuclear material*, if:
  - 1. The *nuclear material* is at, or is discharged or dispersed from, any *nuclear facility* owned or operated by or on behalf of any *insured*; or
  - 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.

## COMMON GLOSSARY • PARTS I AND II

Certain words and phrases used in this policy are defined for the purposes of this insurance contract. These are described as follows.

### PARTS I and II

The following apply to both Parts I and II

#### *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.

#### *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.

#### *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. *You* also includes any business/organization that *you* newly acquire or form to the extent covered in this policy.

### PART I

The following apply to Part I

#### *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.

#### *Automatic Sprinkler System*

*Automatic sprinkler system* means –

1. Any automatic fire protection or extinguishing system, including any of the following connected parts:
  - A. Ducts, fittings, pipes, or valves.
  - B. Pumps and private fire protection mains.
  - C. Sprinklers and other discharge nozzles.
  - D. Tanks, including their component parts and supports.
2. When supplied by an automatic fire protection or extinguishing system:
  - A. Hydrants, outlets, or stand pipes.
  - B. Non-automatic fire protection or extinguishing systems.

#### *Burglary*

*Burglary* means the taking of insured property from within the premises by a person making felonious entry or exit to or from the premises by actual force and violence. This must be evidenced by visible marks made by tools, explosives, electricity, chemicals, or

physical damage to the exterior or interior of the premises at the place of such entry or exit.

***Collapse***

*Collapse* means an abrupt falling down or caving in of a building or structural parts of a building.

*Collapse* does not include a building or part of a building that is:

1. In danger of falling down or caving in;
2. Standing, even if it has separated from another part of the building.

*Collapse* does not include bulging, cracking, expanding, settling or shrinking.

***Computer Hacking***

*Computer hacking* means unauthorized intrusion into a computer network, hardware, software or website including entry of a computer worm or Trojan Horse, spyware or adware that results in:

1. Alteration, contamination, corruption, degradation, destruction or modification of the integrity, quality or performance of computer media, data, prepackaged programs, hardware or software;
2. Copying, observation or scanning of data records, programs and applications and proprietary programs;
3. Corruption, damage, degradation, destruction, inadequacy or malfunction of any hardware or media used with hardware;
4. Deletion, destruction, generation or modification of software; or
5. Denial of access to or denial of service from *your* computer network, hardware or website.

***Computer Virus***

*Computer virus* means the introduction into hardware, software or a website of any malicious self-replicating electronic data processing code or other code that is intended to result in, but is not limited to:

1. Alteration, contamination, corruption, degradation, destruction or modification of the integrity, quality or performance of computer media, data, prepackaged programs, hardware or software;
2. Corruption, damage, degradation, destruction, inadequacy or malfunction of any hardware or media used with hardware;
3. Deletion, destruction, generation or modification of software; or
4. Denial of access to or denial of service from *your* computer network, hardware or website.

***Insured***

*Insured* means the person or entity designated as *insured* in the Declarations.

***Money / Securities***

*Money* means – bank notes, bearer bonds, bullion, coins, currency, lottery tickets, money orders, prepaid phone cards, registered checks, stored value cards, and travelers checks held for sale to the public.

*Securities* means – negotiable and non-negotiable contracts or instruments that represent obligations to pay *money* or pay other property and that are collectible at the time of loss: examples of such include – but are not limited to – accounts, bills, deeds, evidence of debt, notes; revenue and other stamps, tickets (not *money*), or tokens now in use.

***Robbery***

*Robbery* means the taking of insured property:

1. By violence inflicted upon messengers or custodians, or by putting them in fear of violence;
2. By any other overt felonious act committed in their presence of which they are aware, provided such other act is not committed by an officer, partner, or employee of the *insured*.
3. From the person of messengers or custodians who have been killed or rendered unconscious when such property is in their direct care and custody.

**PART II**

**The following apply to Part II**

***Automobile***

*Automobile* means:

1. Any land motor vehicle or trailer (including semitrailers) 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*.

***Employee***

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

***Executive Officer***

*Executive officer* means a person who holds any of the officer positions created by *your* bylaws, charter, constitution, or other similar governing document.

***Insured***

*Insured* means the following, as designated in the Declarations, to the extent set forth:

1. **Individual** – If *you* are an individual: *you* and *your* spouse with respect to the conduct of the business / operations of which *you* are the sole proprietor.
2. **Partnership, Joint Venture or Limited Liability Company** – If *you* are a partnership, joint venture or limited liability company: the partnership, joint venture or limited liability company and any partners or members, and their spouses, with respect to the conduct of such partnership, joint venture or limited liability company.

- 3. Other Organization** – If you are an organization other than a partnership, joint venture or limited liability company: the organization and *executive officers* or directors while acting within the scope of their duties as such; stockholders with respect to their liability as such.
- 4. Your employees** (other than *executive officers*) while acting within the scope of their duties as such.
- 5. Persons** (other than *your employees*) or organizations acting as real estate manager for you.
- 6. A business entity** (not a partnership, joint venture or limited liability company) that you newly acquire or form, if owned with majority interest by you: but only up to 120 days after you first acquire or form such or the end of the policy term, whichever ends first. Such entity is not an *insured* under this policy if there is other similar insurance available to it or for any accidents, *occurrences* or offenses prior to the time of such acquisition or formation.

This insurance does not apply to any partnership, joint venture or limited liability company – of which the *insured* is a partner or member – if not named in this policy, including those responsible for such.

#### **Leased 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*.

#### **Loading / Unloading**

*Loading or unloading* means the handling or movement of property as follows:

- 1.** Beginning while being moved from the place where it is accepted for movement into or onto an aircraft, *automobile*, or watercraft;
- 2.** While in or on an aircraft, *automobile* or watercraft;
- 3.** While being moved from an aircraft, *automobile*, or watercraft to the place where it is finally delivered.

*Loading or unloading* does not include movement of property by any mechanical device which is not attached to the aircraft, *automobile*, or watercraft other than a hand truck.

#### **Occurrence**

*Occurrence* means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### **Products / Completed Operations Hazard**

*Products / completed operations hazard* includes all *bodily injury* and *property damage* arising out of *your products* or *your work* (occurring away from *your premises*), other than that arising out of any of the following:

- 1.** Materials which are abandoned or unused, tools, or uninstalled equipment.
- 2.** Products that are in *your physical possession*.

If BU 50 06 is listed in the Declarations, then *your products* coverage under the *products / completed operations hazard* applies only to *bodily injury* and *property damage* occurring away from *your premises*.

- 3.** Transporting property, unless the *occurrence* results from a condition in or on a vehicle created by *loading or unloading* of the vehicle.
- 4.** Work that has not been completed or abandoned. *Your work* is deemed completed at the earliest one of the following times:
  - A.** When all the work called for in *your contract* is completed.
  - B.** When all the work called for in *your contract* at the job location is completed if *your contract* calls for work at more than one location.
  - C.** When that part of the work at a job location is put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that needs final correction, maintenance, repair, replacement, or service – but is otherwise complete – is deemed completed.

#### **Property Damage**

*Property damage* means the following, caused by a covered *occurrence*:

- 1.** Direct physical injury to tangible property, including loss of use of such property (the loss of use is deemed to occur at the time of such direct physical injury).
- 2.** Loss of use of tangible property that is not physically injured: all such loss of use is deemed to occur at the time of the *occurrence* causing the loss.

#### **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*.

#### **Your Premises**

*Your premises* means: premises occupied or owned by, or rented to, you; and – whether or not such premises are designated in the Declarations or elsewhere in this policy – premises you have abandoned, sold, or transferred to others.

#### **Your Products**

*Your products* means the following:

- 1.** Goods or products disposed of, distributed, handled, sold, or manufactured by: you; others trading under *your name*; persons or organizations whose business or assets you have acquired.
- 2.** Containers (other than vehicles), equipment, materials, or parts furnished in connection with such goods or products.

*Your products* also includes the following: warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of any of *your products*; providing or failing to provide instructions or warnings.

*Your products* does not include: real property; vending machines or other property either rented to others or placed for the use of others, but not sold.

### **Your Work**

*Your work* means the following:

1. Operations or work performed by *you* or on *your* behalf.
2. Equipment, materials, or parts furnished in connection with such work or operations.

*Your work* also includes the following: warranties or representations made at any time with respect to the durability, fitness, performance, quality or use of any of *your work*; providing or failing to provide instructions or warnings.

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## **COMMON CONDITIONS – PARTS I AND II**

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**The following are Conditions that apply to both Parts I and II. These Common Conditions apply in addition to those shown under the separate Coverage Parts.**

### **1. ACTION OR SUIT AGAINST US**

#### **PART I**

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

#### **PART II**

No action may be brought against *us* until all conditions in this policy are complied with, and until the amount of the *insured's* obligation (payable under this policy) has been determined by judgment in trial or by agreement made with *our* written consent.

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

### **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 the following who become *insureds* under this policy in the described capacity:

- 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 under 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 this policy in the state mandatory endorsement.

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

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

#### **PART I**

*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.

#### **PART II**

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 by this policy; or
  2. Goods or products made or sold by *you* in the territory described in the preceding 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 pertain 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, as to Part II, *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

### PART I

A. 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.

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.

### PART II

A. This insurance is excess insurance over other 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 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 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
  - b. The total of any deductibles or self-insured amounts under all such insurance.

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, (other than an umbrella / excess liability policy which applies in excess of the limits of this policy).

- C. With regard to other insurance subject to the same provisions contained in this policy or where *we* 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 total amount of obligation is paid (or each insurer exhausts its applicable limit of liability).
  2. If any other insurer does not provide for equal shares: *we* pay no greater proportion of the total amount of the *insured's* obligation than the applicable limit of liability of this policy bears to the total amount of insurance of all insurers covering 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. Premium adjustments, including audit premium adjustments, are due and payable on *our* notice of such to the *first named insured*.

## **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**

### **PART I**

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 (but see Coverage C).

### **PART II**

The time of inception and expiration is 12:01 A.M. Standard Time at the described premises.

## **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*.

**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 – PROPERTY**

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

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.

**ADDITIONAL POLICY PROVISION**

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.



## 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 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.

## **IDENTITY RECOVERY COVERAGE (IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT)**

This endorsement together with the Businessowner Form (BU 04 01 or BU 04 06) provides an additional Supplemental Coverage for identity recovery.

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.

### **IDENTITY RECOVERY COVERAGE**

A. We will provide the Case Management Service and Expense Reimbursement described in the following Paragraph B if all of the following occur:

1. There has been an *identity theft* involving the personal identity of an *identity theft insured* under this policy; and
2. Such *identity theft* is first discovered by the *identity theft insured* during the policy period for which this Identity Recovery coverage is applicable; and
3. Such *identity theft* is reported to us within 60 days after it is first discovered by the *identity theft insured*.

B. If all three of the requirements listed in the preceding Paragraph A have been met, then we will provide the following to the *identity theft insured*:

#### **1. Case Management Service**

Services of an *identity recovery case manager* as needed to respond to the *identity theft*.

#### **2. Expense Reimbursement**

Reimbursement of necessary and reasonable *identity theft expenses* incurred as a direct result of the *identity theft*.

This coverage is additional insurance.

## **ADDITIONAL CONDITIONS**

### **A. LIMITS**

Case Management Service is available as needed for any one *identity theft* for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.

Expense Reimbursement is subject to a limit of \$15,000 aggregate per *identity theft insured*. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all *identity thefts* to any one *identity theft insured* which are first discovered by such *identity theft insured* during the present annual policy period.

If an *identity theft* first begins in one policy period and continues into other policy periods, all loss and expense arising from such *identity theft* will be subject to the aggregate limit applicable to the policy period when the *identity theft* was first discovered.

Legal costs as described in Item d. of the definition of *identity theft expenses* are part of, and not in addition to, the Expense Reimbursement coverage limit.

### **B. DEDUCTIBLE**

1. Case Management Service is not subject to a deductible.
2. Expense Reimbursement is subject to the deductible amount shown in the Declarations for Coverages A and B. An *identity theft insured* will be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

### **C. ASSISTANCE AND CLAIMS**

For assistance, please call the **Identity Theft Help Line** at: **1-877-521-1780**.

The **Identity Theft help Line** is available to provide *identity theft insureds* with:

1. Information and advice for how to respond to a possible *identity theft*; and
2. Instructions for how to submit a service request for Case Management Service and / or a claim form for Expense Reimbursement.

The *identity theft insured* must submit the applicable form to request Case Management Service or Expense Reimbursement.

As respects Expense Reimbursement, the *identity theft insured* must send to us, within 60 days after our request, receipts, bills or other records that support the claim for *identity theft expenses*.

### **D. COMPUTER SECURITY**

It is the responsibility of each *identity theft insured* to use and maintain their computer system security, including personal firewalls and anti-virus software, when reasonable.

### **E. OTHER INSURANCE**

Coverage under this endorsement is excess over any other insurance (including, without limitation, homeowner's or renter's insurance), product warranty, extended services agreement or contract. If the *identity theft insured* has other insurance that applies to a loss under this endorsement the other insurance shall pay first. Coverage under this



endorsement applies to the amount of loss that is in excess of:

1. The Limit of Insurance of the *identity theft insured's* other insurance; and
2. The total of all the *identity theft insured's* deductible and self-insured amounts under all such other insurance.

In all events, the amount of coverage provided under this endorsement is subject to the aggregate limit per *identity theft insured* specified in Additional Condition Item A.

## F. SERVICES

The following conditions apply as respects any services provided by *us* or *our* designees to any *identity theft insured* under this endorsement:

1. *Our* ability to provide helpful services in the event of an *identity theft* depends on the *identity theft insured's* cooperation, permission and assistance.
2. *We* do not warrant or guarantee that *our* services will end or eliminate all problems associated with an *identity theft* or prevent future *identity thefts*.

All other provisions of this policy apply.

## ADDITIONAL DEFINITIONS

### 1. Identity Recovery Case Manager

*Identity recovery case manager* means one or more individuals assigned by *us* to assist an *identity theft insured* with communications we deem necessary for reestablishing the integrity of the personal identity of the *identity theft insured*. This includes, with the permission and cooperation of the *identity theft insured*, written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

### 2. Identity Theft

*Identity theft* means the fraudulent use of the social security number or other method of identifying an *identity theft insured*. This includes fraudulently using the personal identity of an *identity theft insured* to establish credit accounts, secure loans, enter into contracts or commit crimes.

*Identity theft* does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

*Identity theft* does not include the unauthorized use of a valid credit or bank account. However, *identity theft* does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

### 3. Identity Theft Expenses

*Identity theft expenses* means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an *identity theft*:

- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an *identity theft*.
- b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the *identity theft insured's* efforts to

report an *identity theft* or amend or rectify records as to the *identity theft insured's* true name or identity as a result of an *identity theft*.

c. Costs for up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after the *identity theft insured's* knowledge or discovery of an *identity theft*.

d. Fees and expenses for an attorney appointed by *us* for:

- (1) Defending any civil suit brought against an *identity theft insured* by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an *identity theft*; and
- (2) Removing any civil judgment wrongfully entered against an *identity theft insured* as a result of the *identity theft*.

### 4. Identity Theft Insured

*Identity theft insured* means the following:

- a. When the business which is the *insured* under this policy is a sole proprietorship, the *identity theft insured* is the individual person who is the sole proprietor of the insured business.
- b. When the business which is the *insured* under this policy is a partnership, the *identity theft insureds* are all the partners listed on this policy as *insureds*.
- c. When the business which is the *insured* under this policy is a corporation or other organization, the *identity theft insureds* are all individuals having an ownership position of 20% or more of the insured business.

An *identity theft insured* must always be an individual person. The business which is the *insured* under this policy is not an *identity theft insured*.

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## ADDITIONAL EXCLUSIONS

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The following additional exclusions apply to this coverage:

We do not cover:

1. *Identity theft expenses* incurred to restore a professional or business identity.
2. *Identity theft expenses* incurred due to any fraudulent, dishonest or criminal act by an *identity theft insured* or any person aiding or abetting an *identity theft insured*, or by any authorized representative of an *identity theft insured*, whether acting alone or in collusion with others.
3. Loss other than *identity theft expenses*.
4. *Identity theft expenses* arising from any *identity theft* by or with the knowledge of any relative or former relative of the *identity theft insured*.
5. Loss arising from an *identity theft* that is first discovered by the *identity theft insured* prior to the policy period or after the policy period ended, whether or not such *identity theft* began during or continued into the policy period.
6. Loss arising from an *identity theft* that is not reported to us within 60 days after it is first discovered by the *identity theft insured*.
7. Loss arising from an *identity theft* that is not reported in writing to the police.

***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.



**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	\$ 1,000
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**

**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*.



**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.

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**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*.



**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.**

---

**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 Declarations Supplement 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 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:

- 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
- 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 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 the date of the *covered loss*.

Coverage C is extended, as to the Coverage Period, to the increased period of time required to comply with the conditions described in Item 1, above; but, in no event is coverage provided beyond 12 months (365 days) from the first day of the *covered loss*.



## EQUIPMENT BREAKDOWN COVERAGE

This endorsement, together with the Businessowners Policy (BU 04 01) 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 in the following paragraphs.

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.

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## ADDITIONAL DEFINITIONS

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**Boilers and Vessels**

*Boilers and vessels* means:

1. Any boiler, including attached steam, condensate and feedwater piping;
2. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in the Schedule.

**Computer Equipment**

*Computer equipment* means covered property that is electronic computer or other *data* processing equipment, including *media* and peripherals used in conjunction with such equipment.

**Covered Equipment**

*Covered equipment*, unless otherwise specified in the Schedule, means covered property:

1. That generates, transmits or utilizes energy, including electronic communications and *data* processing equipment; or
2. Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

**Data**

*Data* means information or instructions stored in digital code capable of being processed by machinery.

**Hazardous Substance**

*Hazardous substance* means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

**Media**

*Media* means material on which *data* is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

**One Accident**

*One accident* means: If an initial *accident* causes other *accidents*, all will be considered *one accident*. All *accidents* that are the result of the same event will be considered *one accident*.

**Perishable Goods**

*Perishable goods* means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

**Production Machinery**

*Production machinery* means any machine or apparatus that processes or produces a product intended for eventual sale. However, *production machinery* does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This term does not appear elsewhere in this endorsement, but may appear in the Schedule.

**Vehicle**

*Vehicle* means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. *Vehicle* includes, but is not limited to car, truck, bus, trailer, train, aircraft, watercraft, forklift bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a *vehicle*.

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## ADDITIONAL EXCLUSIONS

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**COVERAGE MODIFICATIONS**

All of the Property Exclusions / Limitations, Losses Not Insured and Common Exclusions in *your* policy apply except as modified in the following paragraphs and to the extent that coverage is specifically provided by this Supplemental Coverage Equipment Breakdown.

**A. Part I E. Losses Not Insured is modified as follows:**

1. The following is added to the end of the first paragraph of provision 6:

However, if electrical *covered equipment* requires drying out because of these causes, we will pay for the direct expenses of such drying out subject to the equipment breakdown limit and deductible.

2. Provision 12.A. is deleted and replaced with the following:

Wear and tear; birds, domestic animals, insects, raccoons, rodents or vermin; 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); rust.

However, if loss by an *accident* results, we will pay for the loss or damage caused by that *accident*.

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 12 for certain coverage.

3. The following paragraph is added to provisions 12.B., 12.E. and 12.F:

However, if loss by an *accident* results, we will pay for the loss or damage caused by that *accident*.

**B. The following are added to Part I E. Losses Not Insured:**

1. We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an *accident*:

- a. Fire; lightning; windstorm / hail; explosion (except as specifically provided in the preceding

- 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.

**PROTECTIVE SAFEGUARDS — AUTOMATIC FIRE ALARM •PART I**

*This endorsement establishes conditions for suspension of coverage. 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 # 9

**SCHEDULE****Designated Premises:**

**Location No: 1**

**Building No: 1**

**150 SPRUCE STREET**

**PRINCETON, NJ 08540**

**COVERAGE MODIFICATION**

- A. As a condition of this insurance, *you* are required to maintain the *protective safeguard* as defined in this endorsement.

Insurance under Part I for loss caused by, or resulting from, fire is suspended and we do not insure such loss if *you* fail to immediately notify *us* when *you*:

- Know of any suspension of service or impairment in the working order of the *protective safeguard*; or
- Fail to maintain in complete working order such *protective safeguard* under *your* control.

- B. If the policy covers more than one location and a premises is designated in the Schedule, this Condition applies only to such designated premises.

**ADDITIONAL DEFINITION**

*Protective safeguard*, as used in this endorsement, means an automatic fire alarm protecting the entire building and connected to a central station or reporting to a public or private fire alarm station.

**PREMISES LIMITATION AS DESCRIBED IN DECLARATIONS • PART II**

*This endorsement limits insurance to the premises described in the Declarations and business / operations associated with such 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.**

**COVERAGE MODIFICATION**

PART II applies solely at the premises described in the Declarations of this policy, including necessary related operations away from these premises.



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**ADDITIONAL INSUREDS •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 # 9

**SCHEDULE**

**Designated Person or Organization:**

**THE MAYOR AND COUNCIL OF THE**

**BOROUGH OF PRINCETON**

**P O BOX 390**

**PRINCETON, NJ 08540**

**PERSONS INSURED EXTENSION**

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

*Insured* includes the designated person or organization, as shown in the Schedule, but only with respect to liability for *bodily injury, property damage, advertising injury, or personal injury* caused, in whole or in part, by *your covered acts or omissions or the covered acts or omissions of those acting on your behalf, in connection with your business / operations or your premises.*

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.