

# INVOICE

**Insured**

AXCM800002582  
TANGLEWOOD GARDENS CONDO ASSOCIATION  
PO BOX 605  
JACKSON, NJ 08527

**PRODUCER 771**

ASB INSURANCE BROKERAGE  
10 UNDERWOOD PLACE  
CLIFTON, NJ 07013  
(973) 470-9004

Policy Type:  
SPECIAL MULTI-PERIL

Run Date: 07/30/2019

Payment Plan: Manual 8 Payments Per Year

Trans Eff	Trans Exp	Description	Due Date	Amount Due
08/23/2019	08/23/2020	Renewal - Installment # 1	08/23/2019	\$ 5,145.00
Total Installment Due				\$ 5,145.00

**Effective 5/1/2019, a \$15.00 late fee will be applied to any late payment**

Your total amount due is \$16,881.00  
You may pay the total amount or you  
can pay in installments with a \$10.00  
per payment charge.

FAILURE TO REMIT "MINIMUM DUE" BY DUE DATE SHOWN MAY RESULT IN THE CANCELLATION OF THIS POLICY

Please Make Checks Payable to: **AXIS Insurance Company**

Please detach the invoice and return with your payment.

AXIS INSURANCE COMPANY  
411 SOUTH STATE STREET  
NEWTOWN, PA 18940-0000

To Make An Online Payment:: [www.ggund.com/axis](http://www.ggund.com/axis)  
**Pay This Amount:** **\$ 5,145.00**

*Thank you for your business*

Policy Number: AXCM800002582

TANGLEWOOD GARDENS CONDO ASSOCIATION  
PO BOX 605  
JACKSON, NJ 08527

07/30/2019 - Inv

**Future Installments for Your Policy**

Trans Eff	Trans Exp	Description	Due Date	Amount Due
08/23/2019	08/23/2020	Installment	09/23/2019	\$ 1,678.00
08/23/2019	08/23/2020	Installment	10/23/2019	\$ 1,678.00
08/23/2019	08/23/2020	Installment	11/23/2019	\$ 1,678.00
08/23/2019	08/23/2020	Installment	12/23/2019	\$ 1,678.00
08/23/2019	08/23/2020	Installment	01/23/2020	\$ 1,678.00
08/23/2019	08/23/2020	Installment	02/23/2020	\$ 1,678.00
08/23/2019	08/23/2020	Installment	03/23/2020	\$ 1,678.00

Total Future Installments                    \$ 11,746.00

The above future installments do not reflect the    \$10.00 Per Installment Charge

**Change of Address**

Policy No.: AXCM800002582

Your New Address is:

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Phone No.: \_\_\_\_\_

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

**COMMON POLICY DECLARATION**

Policy Number  
**AXCM800002582 2019 0**

Renewal of Number: **AXCM800002582**

**Named Insured and Mailing Address**  
TANGLEWOOD GARDENS CONDO ASSOCIATION  
PO BOX 605  
JACKSON, NJ 08527

**PRODUCER - 771**  
ASB INSURANCE BROKERAGE  
10 UNDERWOOD PLACE  
CLIFTON, NJ 07013  
(973) 470-9004

**Policy Term:** From 08/23/2019 to 08/23/2020 12:01 A.M. Standard Time at your mailing address shown above.

**You are a:** CONDOMINIUM ASSOCIATION

**Your Business/Operation:** CONDOMINIUM ASSOCIATION

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THERE ARE EXCLUSIONS,  
CONDITIONS AND LIMITATIONS CONTAINED IN THE POLICY FORMS AND ENDORSEMENTS.

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

(N/A MEANS NO COVERAGE)  
**ADVANCE PREMIUM**

Commercial Property Coverage Part	\$	12,567
Commercial General Liability Coverage Part	\$	4,213
Commercial Inland Marine Coverage Part	\$	N/A
Commercial Crime Coverage Part	\$	N/A
Commercial Glass Coverage Part	\$	N/A
Certified Terrorism Coverage	\$	N/A
	\$	
Total Advance Premium	\$	16,780
Surcharge NJ-PLIGA	\$	101

**COMMON POLICY DECLARATION****Policy No. AXCM800002582**

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

<b>Form Edition</b>	<b>Description</b>	
The following forms and endorsements are applicable to the Common Coverage Part		
AXIS 102 AIC (06/2015)	AXIS JACKET	
MCM 418*(01/2015)	Non-Certified Acts of Terrorism Exclusions	
MCM 820*(08/2015)	Mandatory Endorsement - New Jersey	
SIPN-090*(01/16)	Notice to Policyholder - Boiler Inspections	
MCM 412 (01/2015)	Certified Acts of Terrorism Exclusions	
TPD12 (01/2015)	Notice Of Terrorism Insurance Coverage	
The following forms and endorsements are applicable to the Commercial General Liability Coverage Part		
SIBU-0001 (09/11)	Condominium Associations Directors' and Officers' Liability - Part II	\$ 900
MCL 010* (10/2007)	General Liability Form	
MCL 143 (03/2014)	Data Breach Exclusion - Part II	
MCL 159 (06/2005)	Designated Premises Limitation	
MCL 178*(08/2000)	Exterior Insulation and Finish System Exclusion	
MCL 189*(04/2007)	Lead/Lead Contamination and Asbestos Exclusions - Liability	
MCL 191*(06/2002)	Sexual Abuse or Sexual Misconduct Exclusion	
MCL 193*(06/2005)	Contractors New York State Bodily Injury Limitation - Part II	
MCL 412 (08/2008)	Hired/NonOwned Automobile Liability	\$ 100
MCL 821*(06/2005)	Your Right to Loss Information	

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

MCP 201 (09/1999)	Agreed Value Condition
MCP 601 (01/2005)	Statement of Values
SICP-7001 (09/11)	Condominium Association Form
SIIL-7000*(09/11)	Software Loss Exclusion
SIIL-7001 (09/11)	Equipment Breakdown Coverage Schedule
MCP 250 (01/2005)	Building Code/Law Coverage - Blanket Insurance
MCP 507	Modifies Water Damage Exclusion
MCP 520	Provides Replacement Coverage
MCP 560	Weather Related Coverage - Deductible
SICP-7000 (09/11)	Building Code/Law Coverage Modifications
SICP DS 08 (09/11)	Supplemental Declarations
SICP-7006 (09/11)	Equipment Breakdown Coverage Form - Condo

\* Mandatory Forms

07/30/2019

Countersignature Date

By:



Stan M. George  
Representative

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

**COMMERCIAL PROPERTY POLICY DECLARATION**

Policy Number  
**AXCM800002582 2019 0**

Renewal of Number: **AXCM800002582**

**Named Insured and Mailing Address**  
TANGLEWOOD GARDENS CONDO ASSOCIATION  
PO BOX 605  
JACKSON, NJ 08527

**PRODUCER - 771**  
ASB INSURANCE BROKERAGE  
10 UNDERWOOD PLACE  
CLIFTON, NJ 07013  
(973) 470-9004

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

See MCP 601/602

**COVERAGES PROVIDED**

Premises Building or Coverage Item #	Limits of Insurance	Coverage	Cause of Loss Options	Coinsurance Factor	Deductible	Premium
Prem No.	1 Bldg No.	1	Expanded	100%	\$ 5,000	\$ 12,343
Prem No.	1	4,680,000	Blanket Building			
		102,000	Business Income/Extra Expense	100%	N/A	\$ 224
				Total Premium		\$ 12,567

**MORTGAGEE(S) & MAILING ADDRESS**

N/A

07/30/2019

Countersignature Date

By:



Stan M. Geary

Representative



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

**COMMERCIAL GENERAL LIABILITY POLICY DECLARATION**

Policy Number  
**AXCM800002582 2019 0**

Renewal of Number: **AXCM800002582**

**Named Insured and Mailing Address**  
TANGLEWOOD GARDENS CONDO ASSOCIATION  
PO BOX 605  
JACKSON, NJ 08527

**PRODUCER - 771**  
ASB INSURANCE BROKERAGE  
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CLIFTON, NJ 07013  
(973) 470-9004

**Policy Term:** From 08/23/2019 to 08/23/2020 12:01 A.M. Standard Time at your mailing address shown above.

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

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

See Attached Location of Premises Supplemental for Details

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

See Attached Premium Basis Supplemental for Details

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

07/30/2019

Countersignature Date

By:

Representative

## **LOCATION OF PREMISES SUPPLEMENTAL**

**Policy # AXCM800002582**

### **SCHEDULE**

#### **Location of Premises you own, rent or occupy**

**Prem No. 1 Bldg No. 1**

58 LINCOLN AVENUE  
CLEMENTON, NJ 08021

**Prem No. 1 Bldg No. 2**

58 LINCOLN AVENUE  
CLEMENTON, NJ 08021

**Prem No. 1 Bldg No. 3**

58 LINCOLN AVENUE  
CLEMENTON, NJ 08021

**PREMIUM BASIS SUPPLEMENTAL****Policy # AXCM800002582****SCHEDULE**

<u>Classification</u>	<u>Code</u>	<u>Premium Basis</u>			<u>Advance Premium</u>	<u>Prem Ops</u>	<u>PR/CO</u>	<u>PR/CO</u>
		<u>Prem Ops</u>	<u>PR/CO</u>	<u>R)</u>				
Prem No. 1 Bldg No. 1 2031 CONDOMINIUM / TOWNHOUSE ASSOCIATIONS		A) 12,000	R)		\$ 1,063	\$ 1,063		8
Prem No. 1 Bldg No. 2 2031 CONDOMINIUM / TOWNHOUSE ASSOCIATIONS		A) 12,000	R)		\$ 1,063	\$ 1,063		8
Prem No. 1 Bldg No. 3 2031 CONDOMINIUM / TOWNHOUSE ASSOCIATIONS		A) 12,000	R)		\$ 1,063	\$ 1,063		8

<b>Prem Ops and Pr/Co Premium</b>	\$ 3,189	\$ 24
<b>Endorsement Premium</b>	\$ 1,000	
<b>Total Advance Premium</b>	\$ 4,213	

# **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:  
\$ 978.

	I hereby elect to purchase terrorism coverage. Sign and return this form to us by <u>09/22/2019</u> .
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AXIS INSURANCE COMPANY

Insurance Company

\_\_\_\_\_  
Policyholder/Applicant's Signature

TANGLEWOOD GARDENS CONDO ASSOCIATION

Print Name

AXCM800002582

Policy Number

\_\_\_\_\_  
Date

**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.*

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

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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
<i>Data Restoration</i>	\$ 25,000

**Deductibles**

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

**Other Conditions**

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# GENERAL LIABILITY FORM – MCL 010 10 07

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**YOUR POLICY INCLUDES:**

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

**THIS INSURANCE FORM INCLUDES:**

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

**DEFINITIONS AND WORD MEANINGS**

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

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

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

**COVERAGE PARTS**

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



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## PART II A • MAIN LIABILITY COVERAGE

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### COVERAGE E • LIABILITY TO OTHERS

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

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

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

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

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

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

### COVERAGE F • MEDICAL PAYMENTS TO OTHERS

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

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

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

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

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

### APPLICATION OF THIS INSURANCE (PART II)

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

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

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

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## PART II B • SUPPLEMENTAL COVERAGES

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

### 1. DEFENSE COVERAGE

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

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

### 2. CONTRACTUAL COVERAGE

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

#### Item 1

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

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

#### Item 2

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

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

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

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

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

### 3. FIRST AID EXPENSE COVERAGE

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

### 4. INCIDENTAL ALCOHOLIC BEVERAGE COVERAGE

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

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

## **5. INCIDENTAL AUTOMOBILE COVERAGE**

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

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

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

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

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

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

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

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

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

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

### **B. Glossary**

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

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

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

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

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

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

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

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

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

- 2.** However, *mobile equipment* does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered *automobiles*.

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

## **9. INCIDENTAL WATERCRAFT COVERAGE**

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

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

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

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

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

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

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

This Supplemental Coverage applies only to the following:

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

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

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

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

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

violate the rights of another and would inflict the injury.

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

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

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

### **D. Glossary**

*Advertising injury* means solely the following:

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

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

*Personal injury* means solely the following:

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

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

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

## PART II C • LIABILITY NOT INSURED

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

### 1. ALCOHOLIC BEVERAGE EXCLUSION

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

### 2. AUTOMOBILES / AIRCRAFT / WATERCRAFT EXCLUSIONS

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

### 3. BUSINESS ACTIVITIES / BUSINESS RISK EXCLUSIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H. Glossary

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

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

#### 4. CONTRACTUAL LIABILITY EXCLUSION

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

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

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

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

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

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

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

2. Refusal to employ.

3. Termination of employment.

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

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

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

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

#### 6. ENDANGERMENT OR HARM EXCLUSION

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

#### 7. FUNGI / MOLD EXCLUSION

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

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

1. Any demand, directive, order, or request that any *insured* or others clean up, contain, detoxify, monitor, neutralize, remove, test for, or treat, or in any way assess the effects of or respond to *fungi*.

2. Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects of or responding to *fungi*.

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

## **8. MOBILE EQUIPMENT EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

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

## **11. PROFESSIONAL ACTIVITIES EXCLUSION**

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

But see Supplemental Coverage 7 for certain coverage.

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

## **12. SILICA EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. LIMITS OF LIABILITY**

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

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

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

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

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

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

### **3. Personal Injury / Advertising Injury Limit**

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

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

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

*Our* maximum limit of liability payable for:

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

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

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

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

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

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

## **C. Application of Limits**

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

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

## **3. OTHER CONDITIONS**

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

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

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

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

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

## **PART II E • GLOSSARY**

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

### **Automobile**

*Automobile* means:

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

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

### **Bodily Injury**

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

### **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.

### **Fungi**

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

### **Insured**

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

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 any *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.

### **If MCL 506 is listed in the Declarations, this extension to employees is deleted.**

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 comes 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.

### **If MCL 507 is listed in the Declarations, this extension to new entities is deleted.**

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.

### **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).

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

*Products/Completed Operations Hazard* includes all *bodily injury* and *property damage* occurring away from *your premises* arising out of *your products* or *your work*, other than that arising out of any of the following:

1. Products that are in *your* physical possession.
2. 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.

### **If MCL 508 is listed in the Declarations, then with respect to your products this includes all bodily injury and property damage occurring after you relinquish possession of your products to others – whether on or away from your premises.**

### **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.

### **Rot and Decay Organisms**

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

### **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*.

### **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 (see “insured” in Glossary).

### **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 – PART II**

**These Common Conditions Apply in Addition to Part II D.**

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

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

## **5. CONFORMITY WITH STATUTE**

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

## **6. COVERAGE TERRITORY**

Coverage under this policy applies only within the following territories:

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

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

## **7. EXAMINATION / CHANGES**

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

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

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

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

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

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

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

## **9. LIBERALIZATION**

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

## **10. OTHER INSURANCE**

A. This insurance is excess insurance over insurance provided on any basis:

- 1. That is not subject to the same provisions contained in this policy, other than an umbrella / excess liability policy which applies in excess of the limits of this policy.
- 2. That is property insurance (including fire, allied lines, inland marine) for *your work* or a premises loaned or rented to, or occupied by, *you*.
- 3. That is liability insurance (including an umbrella/ excess liability policy) for aircraft, *automobiles*, watercraft, or pollution, to the extent otherwise covered in this policy.
- 4. That is primary liability insurance available to *you* when *you* have been added or named as an additional insured on such other insurance for damages arising out of the business / operations or premises described in that other policy.

B. When this insurance is excess over other insurance:

- 1. *We* have no obligation to defend or provide a defense – but, *we* may defend:
  - a. If no other insurer defends: *we* are then entitled to the *insured's* rights against all other insurers; or
  - b. If, at *our* option, *we* choose to join the defense provided by other insurers or provide a separate defense.
- 2. *We* pay only *our* share of the remaining loss that exceeds the sum of both:
  - a. The total amount payable by all such insurance, as described, in the absence of this insurance; plus

- b. 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 (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*.

## COMMON EXCLUSIONS – PART II

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

**These Common Exclusions Apply in Addition to Part II C.**

### 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.

### 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

The time of inception and expiration is 12:01 A.M. Standard Time at the mailing address shown in the Declarations.

### 14. WAIVER OR CHANGE OF PROVISIONS

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

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

### 3. NUCLEAR ENERGY

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

- A. With respect to which any *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.

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

**HIRED / NONOWNED AUTOMOBILE LIABILITY • PART II**

*This endorsement extends liability coverage to hired or nonowned autos.*

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 EXTENSIONS**

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

- A. The *loading or unloading*, maintenance, operation or use of a *hired automobile* by you or your *employees* in the course of your business / operations.
- B. The *loading or unloading*, operation or use of a *nonowned automobile* in the course of your business / operations by any person other than you.

**2. GLOSSARY**

A. The definition of *insured* in the Glossary is replaced by the following:

1. *Insured* means the following:
  - a. *You*;
  - b. Any person using a *hired automobile* with your permission;
  - c. Your partners or *executive officers* for *nonowned automobiles* but only while such *nonowned automobiles* are being used in the course of your business / operations;
  - d. Any other person or organization but only with respect to their liability because of acts or omissions of an *insured* listed above.
2. However, none of the following is an *insured*.
  - a. Your partner or *executive officer* for an *automobile* owned by such partner or *executive officer* or any member of their household.
  - b. Any person while employed in a business of parking, repairing, selling, servicing or storing *automobiles*, other than such business operated by you.
  - c. The owner or lessee (of whom you are a sublessee) of a *hired automobile*; the owner of a *nonowned automobile*; any agent or employee of such owner or lessee.
  - d. Any partnership or joint venture, of which the *insured* is a partner or member, not named in this policy or those responsible for such.

B. The Glossary is amended to include the following definitions:

1. *Hired automobile* means any *automobile* you borrow, hire, lease or rent. This does not include any *automobile* you borrow, hire, lease or rent from:
  - a. Any of your *employees* or members of their households;

- b. Your partners or *executive officers* or members of their households;

- c. A person or organization that requires you to provide auto insurance.

2. *Nonowned automobile* means any *automobile* you do not borrow, hire, lease, own or rent that is used in connection with your business / operations. This includes *automobiles* you borrow, hire, lease or rent from your *employees*, *executive officers* or partners or members of their households but only while used in connection with your business / operations.

**3. EXCLUSIONS**

- A. None of the exclusions in Part II C, except Exclusions 4, 5, 6, 9 and 10, apply to this insurance.

Exclusion 5.B in Part II C does not apply to *bodily injury* arising out of and in the course of domestic employment by you unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

We also do not insure *property damage* to property:

1. In the care, control, or custody of any *insured*; or
2. Borrowed, owned, rented or transported by any *insured*.

- B. Exclusion 9.A in Part II C does not apply to:

1. Exhaust, fluids, fuels, lubricants or other similar *pollutants* that are necessary to or result from the normal electrical, hydraulic or mechanical functioning of a *hired* or *nonowned automobile* provided the discharge, dispersal, emission, escape, flowing, leakage, migration, release, or seepage of such *pollutants* is directly from an *automobile* part designed by its manufacturer to dispose of, hold, receive, or store such *pollutants*.
2. The discharge, dispersal, emission, escape, flowing, leakage, migration, release or seepage of *pollutants*:
  - a. Occurring away from your *premises*;
  - b. Caused directly by the upset, overturn or collision of a *hired* or *nonowned automobile*; and
  - c. Not being *loaded*, *unloaded*, or transported by such *hired* or *nonowned automobile* or otherwise in the course of transit by an *insured*.

**4. LIMITS OF LIABILITY**

If an aggregate limit is indicated as applicable in the Declarations, such aggregate limit does not apply to the *Hired / Nonowned Automobile Liability Insurance* provided under this endorsement.



**CONDOMINIUM ASSOCIATION DIRECTORS' AND OFFICERS' LIABILITY • PART II**

*This endorsement extends coverage for directors and officers.*

**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****A. Application of this Insurance – Claims-Made Basis**

This insurance applies only to claims for damages because of *wrongful acts or omissions* by *directors and officers*. The claim must first be made against the *insured* during the coverage period. Claims are deemed to have been made when notice is first received and recorded by any *insured* or by *us*, whichever comes first.

**B. Coverage**

1. *We pay for the benefit of insureds*, up to the applicable limit(s) of liability shown for this coverage in the Supplemental Declarations, those sums that *insureds* become legally liable to pay as damages because of *wrongful acts or omissions* by the *directors and officers*, individually or collectively, in their capacity as such.

**2. Insuring Agreement Qualification**

This insurance is on a “claims-made” basis. Coverage does not apply to damages due to acts that occur:

- Prior to the Retroactive Date shown in the Supplemental Declarations, or;
- After the expiration of the policy.

**C. Defense in Connection with Directors' and Officers' Liability**

Defense is provided in connection with this coverage in accordance with the defense provisions described under Supplemental Coverage 1 in Part II B.

**D. Liability Not Insured**

The Exclusions in Part II C do not apply to this coverage. The following exclusions apply instead.

*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:*

1. *Bodily injury, property damage, advertising injury, or personal injury.*
2. Any criminal, dishonest, fraudulent or malicious act or omission.
3. Any fines or penalties imposed by law.
4. Any activity in a fiduciary capacity in connection with an employee benefits plan.
5. Any transaction from which *directors and officers* gained any personal advantage, profits or remuneration to which they were not legally entitled.
6. Any profits or losses, including an accounting of such, resulting from the purchase or sale of any security.
7. Any salary, bonuses, compensation, or other remuneration voted to the *directors and officers*.

8. Any 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.
9. Any actual, alleged, or threatened lead contamination or exposure to asbestos.
10. Any nuclear radiation, nuclear reaction, or radioactive contamination.
11. Discrimination on account of age, race, religion or sex; or the violation of any civil rights law.
12. Failure to comply with any disability benefits, unemployment compensation, workers' compensation, or similar law.
13. Coercion; defamation; demotion; discipline; discrimination; evaluation; harassment; humiliation; reassignment; or other employment-related acts; omissions; policies; or practices; refusal to employ; or termination of employment.
14. Failure to effect or maintain proper insurance or bond.
15. Any claim for which *you* or the *directors and officers* are entitled to reimbursement or payment by another insurer because:
  - (a) That insurer provided insurance that expired prior to the effective date of this endorsement; and
  - (b) Notice was given to that insurer of circumstances or an incident which might result in a claim under that insurer's insurance.

**ADDITIONAL CONDITIONS****A. The Limits of Liability Condition in Part II D is extended to include the following:****1. General Coverage Limit**

*Our maximum limit of liability payable under Directors' and Officers' Liability Coverage for all damages claimed by one person is the limit shown in the Declarations Supplement.*

All claims arising from a single *wrongful act or omission* or a series of related *wrongful acts or omissions* shall be considered as a single claim.

**2. Aggregate / Total Limit**

*Our aggregate / total limit of liability payable under Directors' and Officers' Liability Coverage for all damages in any annual policy period is the limit shown in the Declarations Supplement.*



**B. The Other Insurance Common Condition is extended as follows:**

This insurance is excess insurance over any other valid and collectible insurance or agreement of indemnity available to the *directors and officers*.

**C. The following Common Condition is added:**

Extended Reporting Period

1. This condition applies only if:

- (a) This endorsement is cancelled or not renewed for any reason other than nonpayment of the premium;
  - (b) *We* renew or replace this endorsement with other insurance that:
    - Provides claims-made coverage; and
    - Has a Retroactive Date later than the one shown in the Supplemental Declarations; or
  - (c) *We* replace this endorsement with other insurance that applies on other than a claims-made basis.
2. If the Extended Reporting Period applies, coverage is amended as follows:
- A claim made within twelve months after the policy period ends will be considered to have been made on the last day of the policy period, provided the claim is for damages because of *wrongful acts or omissions* by *directors and officers* that occurred before the end of the policy period (but not before the Retroactive Date).

- The policy period ends on the date shown in the Declarations, or on the effective date of any cancellation of this endorsement, whichever is earlier. The Extended Reporting Period Condition will not reinstate or increase the Limit of Liability, or extend the policy period.

- The insurance provided by the Extended Reporting Period Condition will be excess over any other valid and collectible insurance available to the *directors and officers*, whether primary, excess, contingent, or on any basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

All other terms and conditions of this endorsement remain unchanged.

#### **ADDITIONAL DEFINITIONS**

**The following special definitions apply to this coverage:**

*Directors and officers* means: all persons who were, now are, or shall be directors, officers, trustees, or members of an official elected or appointed board, council, cooperative association, or a similar governing body, while acting within the scope of their duties as such; or any person designated by *you* as an officer, director, trustee or member of an official board or a similar governing body of a subsidiary or affiliate organization.

*Wrongful act or omission* means any actual or alleged act, error, misstatement, misleading statement, omission or breach of duty by the *directors and officers* in the discharge of their duties.

**STATEMENT OF VALUES FOR AGREED VALUE •PART I**

*This provides the Statement of Values for Agreed Value Endorsement. Show values in Schedule.*

**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. Policy No. AXCM800002582 of AXIS INSURANCE COMPANY Insurance Company.

2. Your Name (*Insured*): TANGLEWOOD GARDENS CONDO ASSOCIATION

3. Your Address: PO BOX 605  
JACKSON, NJ 08527-0000

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4. Statement of Agreed Value as Applicable: \_\_\_\_\_

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Sign the Following if Requested by Insurance Company.

I certify that all values shown in the Values Schedule are correct to the best of my knowledge:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

Statement of Values submitted by (if not *Insured*):

\_\_\_\_\_ Name of Representative

\_\_\_\_\_ Contact Person (If Another Person)

\_\_\_\_\_ Address

\_\_\_\_\_ Agent's Signature (If Requested by Company)

(a) Item No. or Build/Loc. Nos.

(b) Specify Building (Coverage A) or Business Personal Property (Coverage B)

(c) Show 100% of Values (ACV or Replacement as Applicable)

(d) Show Replacement Cost Value when MCP 520 Applies to the Subject Property

1. Policy No. AXCM800002582 of AXIS INSURANCE COMPANY Insurance Company

2. Your Name (*Insured*): TANGLEWOOD GARDENS CONDO ASSOCIATION  
*Complete Above Only When This is an Additional Page (Page 3)\**

## SCHEDULE

(a) Nos.	Description / Location Of Subject Property (b)	Values(c)	
		Actual Cash Value	Replacement Value (d)
1-1	CONDO ASSOCIATION, JOISTED MASONRY, COVERAGE A - BUILDING 58 LINCOLN AVENUE CLEMENTON, NJ 08021-0000		1,560,000
1-2	CONDO ASSOCIATION, JOISTED MASONRY, COVERAGE A - BUILDING 58 LINCOLN AVENUE CLEMENTON, NJ 08021-0000		1,560,000
1-3	CONDO ASSOCIATION, JOISTED MASONRY, COVERAGE A - BUILDING 58 LINCOLN AVENUE CLEMENTON, NJ 08021-0000		1,560,000
	TOTAL COVERAGE A - BUILDING TOTAL COVERAGE B - CONTENTS		4,680,000
	TOTAL BLANKET COVERAGE		4,680,000

- (a) Item No. or Build/Loc. Nos.
  - (b) Specify Building (Coverage A) or Business Personal Property (Coverage B)
  - (c) Show 100% of Values (ACV or Replacement as Applicable)
  - (d) Show Replacement Cost Value when MCP 520 Applies to the Subject Property

**AGREED VALUE CONDITION — PROPERTY • PART I**

*This endorsement establishes an Agreed Value provision to replace the Coinsurance Condition in connection with Part 1.G. 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.**

---

Policy # **800002582**

**08/23/2019 < Effective Date  
08/23/2020 < Expiration Date**

**SCHEDULE**

<b>Number*</b>	<b>Covered Property</b>	<b>Agreed Value</b>
LOCATIONS	BUILDING	\$ 4,680,000
SEE MCP601/602		

\* Item No. or Location/Building Nos. as Shown in the Declarations

**COVERAGE MODIFICATION**

**Part 1.G. is amended as Follows:**

Application of the Coinsurance Condition is suspended with regard to covered property shown in the Schedule. Rather, *our* obligation for loss to the subject property is determined by applying a factor — which is the result of dividing the applicable limit of liability by the stipulated Agreed Value — to the amount of loss otherwise payable.

**ADDITIONAL CONDITION**

This applies only to loss which occurs from the effective date of MCP 201 to its expiration date (or expiration of this policy) as shown in the schedule. If not renewed, the Agreed Value provision expires and the Coinsurance Condition is reinstated.

**DESIGNATED PREMISES LIMITATION •PART II**

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

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

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

---

Policy # **800002582**

**SCHEDULE**

**DESIGNATED PREMISES**

**Description / Location of Subject Premises:**

**CONDOS**

**AS PER LOCATION OF PREMISES SUPPLEMENTAL DECLARATIONS**

**ADDITIONAL LIMITATION - DESIGNATED PREMISES**

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

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

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

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

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

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

---

**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.

---

COVERAGE MODIFICATION

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

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



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**BUILDING CODE / LAW COVERAGE MODIFICATION**

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

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

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

---

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

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

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

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

The losses or expenses covered are:

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

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



## **SUPPLEMENTAL DECLARATIONS - SICP DS 08 09 11**

*The following special limits and rating factors apply to the designated coverages, in accordance with the provisions of Condominium Association Coverage Form SICP-7001.*

	(A) POLICY <u>LIMIT / FACTOR</u>	(B) REVISED <u>LIMIT / FACTOR</u>
<b>PART I B</b>		
<b>SUPPLEMENTAL COVERAGES</b>		
<b>Location 1</b>	<b>Business Description:</b> CONDO ASSOCIATION 12 UNITS	
1. Annual Inflation Extension	—	
2. Building Extension		
B. Glass		
Limit	\$ 1,000	\$
Per Item Limit	\$ 100	\$
C. Outdoor Signs		
1. Not Attached to Buildings	\$ 5,000	\$
2. Attached to Buildings	\$ 5,000	\$
Deductible Per Occurrence	\$ 250	\$
3. Building Code / Law Coverage	0.10	
4. Debris Removal		
B. Factor (Covered Loss Times):	0.25	—
C. Additional Limit	\$ 5,000	\$
6. Fire Expense Coverages		
A. Fire Department Service Charge	\$ 1,000	—
B. Fire Extinguisher Recharge Expense	\$ 1,000	—
7. Lock Replacement	\$ 500	
8. Newly Acquired Property		
1. Coverage A		
Coverage A Limit Times:	0.25	—
Maximum Limit per Building	\$ 250,000	—
2. Coverage D		
Coverage D Limit Times	0.10	—
Maximum Limit per Location	\$ 100,000	—
9. Off Premises Property		
A. At Other Locations	\$ 5,000	\$
B. In Transit	\$ 5,000	\$

	(A) POLICY <u>LIMIT / FACTOR</u>	(B) REVISED <u>LIMIT / FACTOR</u>
<b>PART I B</b>		
<b>SUPPLEMENTAL COVERAGES</b>		
<b>10. Outdoor Property</b>		
Limit	\$ 5,000	\$
Per Item Limit	\$ 500	\$
<b>11. Personal Property</b>		
B. Personal Effects	\$ 3,000	\$
C. Property of Others	\$ 5,000	\$
D. <i>Valuable Papers / Records</i>	\$ 3,000	\$
<b>12. Pollution Clean Up</b>	\$ 10,000	—

## PART I F

**WATER DAMAGE — SEWER / DRAIN BACKUP**

**10** When MCP 507 applies \$ 5,000

PART I G

## SPECIAL PART I CONDITIONS

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

## **OTHER SPECIAL POLICY CONDITIONS — PART II**

## **Directors' and Officers' Liability**

When SIBU-0001 applies:

## **NOTES:**

- With the exception of Supplemental Coverage 12, the limits and factored amounts of insurance are aggregate limits per occurrence. With regard to Supplemental Coverage 12, the limits are aggregate limits per policy year for all covered occurrences.
  - Column A shows Basic Policy Limits / Factors: ("-" means not applicable).
  - Columns B shows the Revised Limits / Factors, which replace those shown in Column A: ("-" means no change permitted).

## EQUIPMENT BREAKDOWN COVERAGE

This endorsement together with the Condominium Association Form (SICP-7001) provides additional coverages as described below.

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

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

## ADDITIONAL SUPPLEMENTAL COVERAGES

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

### A. EQUIPMENT BREAKDOWN

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

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

### B. COVERAGE EXTENSIONS

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

#### 1. Expediting Expenses

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

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

#### 2. Hazardous Substances

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

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

Additional expenses mean those beyond what would have been required had no *hazardous substances* been involved.

The most *we* will pay for loss, damage or expense under this coverage, including actual loss of Business

Income *you* sustain and necessary Extra Expense *you* incur, is the limit shown in the Schedule.

#### 3. Spoilage

We will pay for the following:

- a. Physical damage to *perishable goods* due to spoilage;
- b. Physical damage to *perishable goods* due to contamination from the release of refrigerant, including but not limited to ammonia;
- 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 Business Income *you* sustain and necessary Extra Expense *you* incur, 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 Business Income *you* sustain and necessary Extra Expense *you* incur, is the limit shown in the Schedule.

#### 6. Service Interruption

Any insurance provided for Business Income, Extra Expense or 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 or damage under this coverage is the limit that applies to Business Income, Extra Expense 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 an endorsement for that *covered equipment*. 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.G. Deductible:

- 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 below. Unless more specifically

indicated in the Schedule, the indirect coverage deductibles apply to Loss of Use.

### 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 above. 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* means, 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, Property Loss Limitations, Losses Not Insured and Common Exclusions in your policy apply except as modified below and to the extent that coverage is specifically provided by this Supplemental Coverage Equipment Breakdown.

#### **A. Part I F. 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 the above, 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 13 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 F. 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 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 or damage;

- c. Any of the following tests:

1. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
2. An insulation breakdown test of any type of electrical equipment.

**C. Property Exclusions**

The following are not considered *covered equipment*:

1. Structure, foundation, cabinet, compartment or air supported structure or building;
2. Insulating or refractory material;
3. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
4. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
5. *Vehicle*, or any equipment mounted on a *vehicle*;
6. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
7. Dragline, excavation or construction equipment; or
8. Equipment manufactured by *you* for sale.



AXIS INSURANCE COMPANY

## Commercial Lines Policy

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**Home Office:**

111 South Wacker Dr.  
Suite 3500  
Chicago, IL 60606

**Administrative Office:**

11680 Great Oaks Way  
Suite 500  
Alpharetta, GA 30022

**Servicing Office:**

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

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## This Policy Consists of:

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

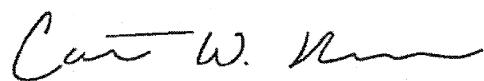
A coverage part consists of  
One or more coverage forms  
Applicable forms and endorsements

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



Secretary

Andrew Weissert, Secretary



President

Carlton Maner, President

**DATA BREACH EXCLUSION • PART II**

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

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

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

---

**ADDITIONAL EXCLUSION – DATA BREACH**

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

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

**GLOSSARY**

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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**ADDITIONAL EXCLUSIONS**

Part II C is extended to include the following:

**LEAD / LEAD CONTAMINATION EXCLUSIONS**

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

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

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

**ASBESTOS EXCLUSIONS**

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

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



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

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

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

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

**ADDITIONAL EXCLUSION**

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

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

**ADDITIONAL DEFINITIONS**

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



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

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

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

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

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Policy # **800002582**

**SCHEDULE**

**Limit of Liability**

\$ **15,000**

**COVERAGE MODIFICATIONS**

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

**ADDITIONAL DEFINITION**

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

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

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

**MANDATORY ENDORSEMENT — NEW JERSEY**

*This endorsement establishes loss information conditions.*

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

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**YOUR RIGHT TO LOSS INFORMATION**

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

- A. *We will provide the first named insured loss information relating to this policy and any preceding General Liability Insurance we have issued to you during the previous three years, as follows:*
  - 1. A report of each occurrence of which we were notified in accordance with the DUTIES OF INSUREDS Condition in Part II D including a brief description of each occurrence and whether any claim arising out of such is open or closed.
  - 2. A summary, by policy year, of payments made and amounts reserved stated separately under any General Coverage Aggregate / Total Limits or Products / Completed Operations Hazard Aggregate / Total Limits, as may be applicable.

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

- B. *We will provide this information only if we receive written request from the first named insured during the policy period. We will provide the information no later than 45 days after receiving such request.*
- C. *You must not disclose this information to any claimant's representative without our consent.*
- D. *We compile claim, occurrence and other relevant information for our own business purposes and we exercise reasonable care in doing so. By providing information to the first named insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by, or on behalf of, any insured.*



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

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

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

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

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**1. COVERAGE MODIFICATION – PROPERTY**

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

**NON-CERTIFIED ACTS OF TERRORISM EXCLUSION**

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

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

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

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

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

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

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

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

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

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

**GOVERNMENTAL / LEGAL / WAR**

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



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

## 2. COVERAGE MODIFICATION – LIABILITY

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

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

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

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

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

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

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

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

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

## 3. OTHER EXCLUSIONS

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

## 4. ADDITIONAL DEFINITIONS

The following definitions apply:

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

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

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

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

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

**MANDATORY ENDORSEMENT – NEW JERSEY**

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

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

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

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

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

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

**COVERAGE MODIFICATIONS – LIABILITY AND PROPERTY**

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

**COVERAGE MODIFICATIONS – PROPERTY**

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

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

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

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

**COVERAGE MODIFICATIONS – LIABILITY**

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

**PART II C – LIABILITY NOT INSURED**

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

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

As used in this endorsement, the following definitions apply:

**Lead-based Paint**

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

**Lead-based Paint Hazard**

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

**Residential Dwelling**

Residential dwelling means:

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



## COMMON EXCLUSIONS

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

### ***Fracking***

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

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

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

### ***Fracking***

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

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

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

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

## COMMON GLOSSARY

The following definition is added:

### ***Fracking***

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

***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.

