



Xcite Entertainment
W224N2593 Springwo0d
Waukesha , WI 53186

Specialty Insurance Products

Insurance Policy Number: PEVD103840

Tel. (800) 364-2433

Email support@rvnuccio.com

Online rvnuccio.com

Office 10148 Riverside Drive
Toluca Lake, CA 91602

Your Insurance Policy

What's included:

- ✓ Your Certificate(s) of Insurance
- ✓ A copy of your Application
- ✓ Your Memorandum
- ✓ Your Coverages
- ✓ Your Quote Letter

Thank you for choosing R.V. Nuccio & Associates
Insurance Brokers — We look forward to helping
with your specialty insurance needs.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Joseph Guerrero PHONE (A/C No. Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com	FAX (A/C, No): (818) 980-1595
	INSURER(S) AFFORDING COVERAGE	
INSURED Xcite Entertainment W224N2593 Springwo0d Waukesha , WI 53186	INSURER A : Fireman's Fund Insurance Company	NAIC # 21873
	INSURER B : Axis Insurance Company	NAIC # 37273
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		UST027214230 PEVD103840	9/5/2024	9/5/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES	\$ 100,000
							MEDICAL EXPENSE	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		UST027214230 PEVD103840	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	AD&D/Accident Medical Expense			ADDI0007660	9/5/2024	9/5/2025		\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance Only

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero

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Applicant Information

Insured Information

First Name	Spencer
Last Name	Dominguez
DJ Business Name	Xcite Entertainment
Address	W224N2593 Springwo0d
City	Waukesha
State	WI
Zip Code	53186
Contact Telephone	2623915774
Email Address	spencer@xciteentertainment.com

About Your Business

DJ Company Website or Social Media Link	https://xciteentertainment.com/
Are the business services you provide primarily DJ services?	Yes
How many DJs are in your company?	2
How many gigs can your DJ company play at one time?	2
Do you provide photography/videography services?	No
Are you an ADJA member?	No
Have you been insured by us before?	Yes, I am renewing my existing policy
Where is your business located?	Residence
How did you hear about us?	Google

Coverages

Liability Limit	\$2,000,000/\$2,000,000
Property Damage Deductible	\$2,500
Have you had or reported any Liability losses within the last 3 years which may have been covered by this type of Liability insurance?	No
AD&D/Accident Medical Expense Limit	\$25,000
How much DJ Gear/Equipment do you own?	15000
How much DJ Gear/Equipment do you rent?	1000
What is the value of your Media Library?	800
Property Deductible	\$2,500
Have you had or reported any Gear/Equipment losses within the last 3 years which may have been covered by this type of Property insurance?	No
Are you aware of any circumstances, conditions, or claims which may give rise to a loss under this gear/equipment insurance?	No
Employee Crime Limit	Please Select Crime Limit
Crime Deductible	Not Selected
Have you had or reported any Employee Crime losses within the last 3 years which may have been covered by this type of crime insurance?	Not Applicable
How many Crime losses have you had within the last 3 years?	Not Selected
What was the total dollar amount of all Crime losses combined?	Not Selected
Are you aware of any circumstances, conditions, or claims which may give rise to a loss under this employee crime insurance?	Not Applicable
Please Explain	
When would you like coverage to begin?	
Effective Date	9/5/2024

Acknowledgements and Signature



Do you understand and agree that coverage provided under the policy is for a DJ or a DJ Company which was hired to provide DJ services limited to the playing of recorded music, including setting up and tearing down equipment, at an event which is covered by this policy? Yes

I understand and agree that the underwriter retains the right to review the application for accuracy, and that the policy will not provide any insurance coverage if any application information is falsely reported, falsely stated, incorrectly selected, incorrectly stated, misreported, misrepresented, misstated or wrongly stated, whether or not intentional. I declare, under penalty of perjury, the information I have provided in this application is true and I have not withheld or misrepresented any facts. Yes

Do you understand and agree that by signing this application, R.V. Nuccio & Associates is hereby appointed and designated as your Broker Of Record regarding the placement of this insurance policy? Yes

I understand and agree that by entering my name below, I am effectively signing this application for insurance. Yes

First Name	Spencer
Last Name	Dominguez
Date Signed	08/29/2024
Expiration Date	9/5/2025
AD&D Memorandum Number	ADDI0007660

Additional Insureds

Liability insurance automatically comes with a Certificate of Insurance for you. If someone has requested to be added to your policy as an Additional Insured, click the Add Insurance Certificate button below.

Does your Additional Insured require special endorsements? Not Applicable

Loss Payees

**NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS LLC
COMMERCIAL PACKAGE POLICY**

MEMORANDUM OF INSURANCE

Master Policy Number: UST027214230	Memorandum Number: PEVD103840
Issuing Company: Fireman's Fund Insurance Company 225 W. Washington Street, Suite 1900 Chicago, IL 60606 Nationwide Claims: 1-888-347-3428	National Program Administrator: DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive, Toluca Lake, CA 91602

I. MEMORANDUM HOLDER NAME AND ADDRESS (MEMORANDUM HOLDER MEANS NAMED INSURED)

- A. Memorandum Holder: Xcite Entertainment
- B. Street Address: W224N2593 Springwo0d
- C. City: Waukesha
- D. State: WI
- E. Zip Code: 53186

II. COVERAGE PERIOD

Inception Date 9/5/2024 12:01A.M. to Expiration Date 9/5/2025 12:01A.M. Standard Time at the Named Insured's address as stated above.

III. BUSINESS TYPE

- Disc Jockey/Karaoke Jockey/Video Jockey Photographer/Videographer Event Planner

IV. COVERAGE PART

	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
A. INLAND MARINE COVERAGE PART			
01. Owned Business Personal Property/Equipment	\$ 15,000.00	\$2,500	
02. Rented Business Personal Property/Equipment	\$ 1,000.00	\$2,500	
03. Business Media Library	\$ 800.00	\$2,500	
04. TRIA (Terrorism)	Covered		\$ 135.86
05. Subtotal Inland Marine Premium			
B. CRIME COVERAGE PART			
01. Employee Dishonesty	\$ Not Covered	Not Covered	
02. Forgery Or Alteration	\$ Not Covered	Not Covered	
03. Theft, Disappearance And Destruction of Money and Securities			
a. Inside The Premises	\$ Not Covered	Not Covered	
b. Outside The Premises	\$ Not Covered	Not Covered	
04. TRIA (Terrorism)	Not Covered		
05. Subtotal Crime Premium			\$ 0.00
C. GENERAL AND AUTOMOBILE LIABILITY COVERAGE PART			
01. General Aggregate Limit (Property Damage Deduct.)	\$ 2,000,000	\$2,500	
02. Products/Completed Operations Aggregate Limit	\$ 2,000,000		
03. Personal And Advertising Injury Limit	\$ 2,000,000		
04. Each Occurrence Limit	\$ 2,000,000		
05. Damage To Premises Rented To You Limit	\$ 100,000		
06. Medical Expense Limit	\$ 5,000		
07. Non-Owned And Hired Autos (CSL Each Accident)	\$ 1,000,000		
08. Waiver of Subrogation	Not Covered		
09. TRIA (Terrorism)	Covered		
10. Subtotal General and Auto Liability Premium			\$ 226.44
D. SUBTOTAL INLAND MARINE/CRIME/GENERAL AND AUTO LIABILITY PREMIUM			
			\$ 362.30
		State Surcharge 01	\$ 0.00
		State Surcharge 02	\$ 0.00
		State Surcharge 03	\$ 0.00
		State Surcharge 04	\$ 0.00
		State Guarantee Fund	\$ 0.00
E. TOTAL PREMIUM/STATE SURCHARGE/STATE GUARANTEE FUND			
			\$ 362.30

Date: ~~8/29/2024~~
Form Number: NASEPDJFFICUWS060112 A

By 
Joseph Guerrero Authorized Representative



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602		PHONE (A/C, No, Ext): (800) 364-2433	COMPANY Fireman's Fund Insurance Company 225 W. Washington Street, Suite 1900 Chicago, IL 60606	
FAX (A/C, No): (818) 980-1595		E-MAIL ADDRESS: Spencer@xciteentertainment.com		
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER
INSURED Xcite Entertainment W224N2593 Springwo0d Waukesha , WI 53186				UST027214230
		EFFECTIVE DATE 9/5/2024	EXPIRATION DATE 9/5/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Property/Equipment Insurance (Owned)	\$15,000.00	\$2,500
Property/Equipment Insurance (Rented)	\$1,000.00	\$2,500
Media Library Insurance	\$800.00	\$2,500
Crime Insurance	Not Covered	Not Covered

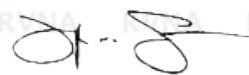
REMARKS (Including Special Conditions)

Evidence of Insurance Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Evidence of Insurance Only	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE Joseph Guerrero 			



DISC JOCKEY/KARAOKE JOCKEY/VIDEO JOCKEY ANNUAL INSURANCE QUOTE

APPLICANT INFORMATION

Applicant Name: Xcite Entertainment
Proposed Coverage Dates: 9/5/2024 to 9/5/2025

Date: 8/29/2024
Client ID#: 2286470

POLICY INFORMATION	LIMIT	COST
General Liability Premium	\$2,000,000	\$ 226.44
AD&D/Accident Medical Expense Premium	\$25,000	\$ 88.40
Property/Equipment Premium	\$16,000	\$ 0.00
Media Library Premium	\$800	\$ 0.00
Crime Premium	Not Covered	\$ 0.00
RVNA Additional Insured Charge		\$ 0.00
RVNA Loss Payee Charge		\$ 0.00
RVNA Corporate Charge		\$ 305.28
State Guarantee/State Surcharges		\$ 0.00
TOTAL ANNUAL COST		\$ 755.98

If you wish to purchase this exclusive insurance product, please log in at
www.djinsuranceinminutes.com

NOTES

- This is a quotation only. Prices are subject to change without notice.
- Quotation is subject to online completion of the application and underwriting approval.
- It is the insureds responsibility to read the policy. A Sample Policy is available online at www.djinsuranceinminutes.com.
- Unless otherwise disclosed in your quotation letter, our professional fees are normally based upon a commission, which is calculated by applying a percentage against the collected premium and paid to us by an insurance company. Additionally, RVNA may receive compensation from an insurance company which is based upon premium volume, growth and loss experience. After you have reviewed your quotation letter, you have no obligation to purchase insurance from us. Should you ultimately choose to do so, you are agreeing to all of the charges displayed within your quotation letter.
- Licensing information available upon request.
- Policy is underwritten by an A+ rated insurance carrier.

DOXA PROGRAMS, LLC
R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS
COMPENSATION DISCLOSURE AND AGREEMENT FORM

ADMINISTRATIVE FEE PAYABLE BY CLIENT:

\$ 305.28

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is charging a non-negotiable, fixed administrative fee in addition to any premium charged (which may also include a commission paid by the insuring company). By and through this administrative fee, Client has 24-hour/7-day access to self-service online portal, which includes access to the insurance policy, all endorsements and other documents; the ability to create, print and to forward unlimited Certificates of Insurance; and the ability to add and/or amend unlimited Additional Insured Certificates of Insurance and/or endorsements, as needed. In addition, the Client also has the opportunity to renew the policy online 24/7 when the office is unattended.

COMMISSION PAYABLE BY INSURANCE COMPANY:

\$ 0.00

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers may also receive additional commissions from the insurance carrier, some based upon a percentage of the premium at the point of sale (displayed above), and some at a future date after the close of the production year. The commissions which may be paid at some time in the future, are in the form of future incentive compensation from the insurer, including contingent commissions and other awards and/or bonuses based upon factors that typically include the total sales volume, growth, profitability and retention of business placed by the insurance broker/producer with the insurer. Incentive compensation is never guaranteed, and is only paid if the performance criteria established in the Broker/Insurer Agreement is met by the insurance broker/producer of the business entity with which the insurance broker/producer is affiliated.

YOU ARE UNDER NO OBLIGATION TO PURCHASE THIS INSURANCE PRODUCT. BY SIGNING THIS COMPENSATION DISCLOSURE FORM AND AGREEMENT, YOU ARE AGREEING TO THE FOREGOING COMPENSATION STRUCTURE.

In the event of policy cancellation, the above administrative fee, payable by the client, will not be considered in any calculation assessing unearned or return premium.

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers does not have any ownership interest and is not under common control with the person or entity providing the compensation (the insurer). DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is not aware that any other person or entity will receive compensation from the insurer for assisting in this transaction.

Client Signature

Date

8/29/2024

Note:

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers insurance producer's license number in Missouri is 3002837065.

01/20/2022

RVNACOMPENSATIONDISCLOSUREFORM002A.DOCX
R.V. Nuccio & Associates Insurance Brokers



DJ/KJ/VJ ANNUAL INSURANCE QUOTE

755.98

 for 12 months of coverage

Selected Coverage

Limit Selected

General Liability Insurance	\$2,000,000/\$2,000,000
AD&D Insurance	\$25,000
Gear/Equipment Insurance	16,000.00
Media Library Insurance	800.00
Employee Crime Insurance	Not Selected

Ready to Buy Now? It's as easy as 1, 2, 3.

1. Visit DJInsuranceInMinutes.com
2. Complete Our Easy Application
3. Purchase Your Policy Online

Instantly view, print, and email your documents.

Accepted Payment Methods

American Express, Discover, MasterCard, VISA

Need Help? Call Us

Our insurance specialists are available to assist you Monday - Friday, 5:30 AM to 5:00 PM PST

Call us at 1-800-364-2433 or [Request a Callback](#)

Notes:

- This is a quote only.
- Quote is subject to online completion of the application and underwriting approval.
- Prices subject to change without notice and may vary depending on the information you provide in the application.
- Licensing information available upon request.
- Policy is underwritten by an A+ rated carrier.

Client ID#: 2286470

Allianz Global Corporate & Specialty®

Allianz Insurance Policy



Allianz 

July 12, 2024

Dear: National Alliance of Special Event Planners, LLC.

Re: Policy Number: UST027214240
Issuing Company: Fireman's Fund Insurance Company (AN ALLIANZ COMPANY)

Thank you for choosing Allianz as your insurance company. We appreciate the trust you've placed in us. A copy of your commercial insurance policy is enclosed. Be sure to keep it in a secure place that you can easily access if you have a question or claim.

As a valued policyholder, you can count on Allianz for:

Trust and financial stability – Rated A+ by A.M. Best and AA by Standard and Poor's, Allianz Global Corporate & Specialty earns one of the highest financial ratings of the leading global property and casualty insurers.

Exceptional claim service – Allianz has a 125-year reputation for outstanding claim service built on our commitment to honesty, integrity, and partnership with our clients. The company is ranked as "One of the world's most admired companies" by *Fortune*® and "One of the top global brands in the world" by Interbrand.

The ability to keep pace as your business evolves – Your business needs are continually changing. Whether you are adopting new technologies or expanding into new geographic markets, Allianz has the expertise and resources to grow with you.

We truly look forward to serving you and supporting your business. In the interim, please know that we deeply appreciate your business.

Best regards,



Tracy Ryan

President & CEO
Allianz Global Corporate & Specialty, North America

Fireman's Fund Insurance Company

A Stock Company
225 W. Washington Street, Suite 1800
Chicago, IL 60606-3484

COMMON POLICY DECLARATIONS

Policy No: Refer to Memorandum
Previous Policy No: Refer to Memorandum

Policy Period:

From: Refer to
To: Memorandum

Beginning and ending at 12:01 a.m., standard time at the mailing address of the Named Insured shown below.

Named Insured and Mailing Address:
Refer to Memorandum

Producer Name and Mailing Address:
RV.Nuccio & Associates
10148 Riverside Dr.2nd Fl
Toluca Lake, CA 91602
USA

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

Premium Summary

General Liability	\$ Refer to Memorandum
Business Auto	\$ Refer to Memorandum
Inland Marine	\$ Refer to Memorandum
Crime	\$ Refer to Memorandum
Certified Terrorism	\$ Refer to Memorandum

Total Amount Payable by the Insured	\$ Refer to Memorandum
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Forms Schedule

The following policy forms and endorsements have been attached to and made a part of the policy at Inception:

Form Title	Form Number
Signature Page	145990 08 17
Policyholder Messages	
Reporting a Claim	05GE0002 08 21
Fraud Statement - California	145998 02 23
Important Disclosure Notice Regarding Terrorism Coverage	386359 01 15
Policyholder Message	386636 03 21
California Policyholder Message	PHN7140 CA 08 17
Allianz Commercial - United States Privacy and Security Statement	PVCYV5C 01 24 CA
General Liability	
Policyholder Message	101661 10 90
Policyholder Message - Silica Particles Exclusion	386396 05 04
Business Auto	
Policyholder Message	385522 07 17
Policyholder Message	385541 03 12
Vermont Bodily Injury Uninsured Motorists Coverage Selection	385922 04 10
Uninsured/Underinsured Motorist Bodily Injury Coverage Form	386032 09 08
General Liability	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Silica Particles Exclusion - California	145917CA 03 19
Civil Union Amendatory Endorsement	145983 10 13
Amendment of Policy - Additional Condition	IL 70 05 02 96
General Liability Coverage Section - Declarations	
Commercial General Liability Coverage Form	CG 00 01 04 13
Deductible Liability Insurance	CG 03 00 01 96
Additional Insured - Designated Person or Organization	CG 20 26 12 19
Exclusion - Designated Professional Services	CG 21 16 04 13

Forms Schedule, *Continued*

Form Title	Form Number
Employment - Related Practices Exclusion	CG 21 47 12 07
California Changes	CG 32 34 01 05
Complete Lead Poisoning and Lead Contamination Exclusion	CG 70 92 03 19
Complete Asbestos Exclusion	CG 70 93 03 19
Exclusion - Intellectual Property	CG 71 59 03 19
Fungi or Bacteria Exclusion	CG 72 18 04 08
Personal and Advertising Injury Hazard Redefined	CG 72 75 03 19
Emergency First Aid Endorsement	CG 72 86 12 08
Cross Suits Exclusion (Any Insured)	CG 72 94 03 19
Exclusion - Unmanned Aircraft	CG 73 04 03 19
Communicable Disease Coverage Sublimit - Defense Within The Limits	CG 73 26 07 21
Field of Entertainment Exclusion	ENTGL 000 01 19
Abuse and Molestation Exclusion	ENTGL 001 01 19
Activities Exclusion - Promoter and Live Events	ENTGL 005 01 19
Amendment of Who Is an Insured - Volunteer Workers - Limited	ENTGL 014 01 19
Animal Exclusion	ENTGL 015 01 19
Errors and Omissions Exclusion	ENTGL 023 01 19
Exclusion - Pyrotechnics and Explosives	ENTGL 027 01 19
Limitation of Coverage to Designated Operations or Activities	ENTGL 035 01 19
Exclusion - Participant or Performer	ENTGL 039 01 19
Exclusion - Cyber Event	ENTIL 004 01 19
Exclusion - Designated Operations or Activities	ENTGL 025 01 19
Amended General Aggregate Limit - Per Designated Member	ENTMA 004 10 20
Visual Imagery Professional Liability	ENTMA 008 10 20
National Alliance of Special Event Planners Supplemental	ENTMA 011 05 24
Exclusions - National Alliance of Special Event Planners	ENTMA 024 05 24
Business Auto	
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Business Auto Coverage Section - Declarations	
Business Auto Coverage Form	CA 00 01 10 13
California Changes	CA 01 43 05 17

Forms Schedule, Continued

Form Title	Form Number
Illinois Uninsured Motorists Coverage	CA 21 30 01 15
Arizona Uninsured Motorists Coverage	CA 21 39 10 13
Arizona Underinsured Motorists Coverage	CA 21 40 10 13
Indiana Uninsured Motorists Coverage	CA 21 44 12 15
Louisiana Uninsured Motorists Coverage - Bodily Injury	CA 21 48 10 13
Vermont Uninsured Motorists Coverage	CA 21 63 10 16
Explanation of Premium Basis	CA 70 03 10 01
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 70 78 01 06
Covered Auto Designation Symbol	CA 99 54 10 13
Inland Marine	
Entertainment Articles Floater	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Amendatory Endorsement - California	8601CA 01 10
California Changes - Actual Cash Value	IL 01 02 05 05
California Changes	IL 01 04 09 07
Amendment of Policy - Additional Condition	IL 70 05 02 96
Entertainment Articles Floater Declarations	
Entertainment Articles Floater Coverage Form	ENTE F 000 01 19
Pollutant Removal Coverage	ENTE F 017 01 19
Crime	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Detrimental Code Exclusion	145901 01 02
Amendment of Policy - Additional Condition	IL 70 05 02 96
Crime Coverage Section - Declarations	
Commercial Crime Coverage Form (Loss Sustained Form)	CR 00 21 05 06

Forms Schedule, *Continued*

Form Title	Form Number
California Changes	CR 01 50 10 11
Change in Control of the Insured Notice to the Company – California	CR 02 56 08 07

SIGNATURE PAGE

IN WITNESS WHEREOF, the Company indicated on the Declarations Page of the policy has caused the policy to be signed by its President and Secretary.



Secretary



President

Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

PROCEDURES FOR REPORTING CLAIMS

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

**Allianz Global Corporate & Specialty
Phone Number: 1-888-347-3428**

Please fill out the online claim reporting form which is available at www.agcs.allianz.com/usclaims or send an email to NewLoss@agcs.allianz.com. For assistance contact your agent or broker.

FRAUD STATEMENT - California

IMPORTANT INFORMATION - PLEASE READ

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

GENERAL LIABILITY

Civil Union Amendatory Endorsement - 145983 10 13

Policy Amendment

The following provision is added to the policy:

Spouse, wherever used in the policy, is amended to include civil union and domestic partnerships as recognized by any applicable federal, state or local law.

IL 70 05 02 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Policy - Additional Condition - IL 70 05 02 96

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**American Business Coverage
Commercial General Liability
Automobile
Crime
Inland Marine
Farm Property
Farm Liability**

You and we agree to add this condition to the policy:

Two or More Policies Issued By Us

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
 - a. has been exhausted; or
 - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

GENERAL LIABILITY COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific **location(s)** as displayed on the Common Policy Declarations. If the word **"ALL"** is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

Audit Period Annual

Commercial General Liability Coverage Form (CG 00 01 04 13)

Coverage Description	Limits of Insurance
Commercial General Liability Coverage Part	
General Aggregate Limit (Other than Products - Completed Operations)	\$ Refer to Memorandum
Products-Completed Operations Aggregate Limit	\$ Refer to Memorandum
Personal & Advertising Injury Limit	\$ Refer to Memorandum
Each Occurrence Limit	\$ Refer to Memorandum
Damage To Premises Rented To You Limit- Any One Premises	\$ Refer to Memorandum
Medical Expense Limit- Any One Person	\$ Refer to Memorandum

Deductible Liability Insurance (CG 03 00 01 96)

Coverage	Amount and Basis of Deductible Per Claim
Property Damage Liability	\$ Refer to Memorandum

Endorsements

Additional Insured - Designated Person or Organization (CG 20 26 04 13)

Name of Additional Insured Person(s) or Organizations(s)
Any person or organization named on a Certificate of Insurance issued by the program administrator, RV. Nuccio & Associates Insurance Brokers, Inc.

Exclusion - Designated Professional Services (CG 21 16 04 13)

Description Of Professional Services
1. Accounting
2. Advertising
3. Architectural
4. Engineering
5. Financial
6. Health Care
7. Insurance
8. Investing
9. Legal
10. Marketing
11. Medical
12. Nursing

Fungi or Bacteria Exclusion (CG 72 18 04 08)

Specified Location (If Applicable)
All

Activities Exclusion - Promoter and Live Events (ENTGL 005 01 19)

Activities Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)
A. Throwing Objects Exclusion
B. Stage Diving/ Crowd Surfing Exclusion
C. Mashing Exclusion

Limitation of Coverage to Designated Operations or Activities (ENTGL 035 01 19)

Designated Operations or Activities

Any of the following activities are covered, but only for events for which there is a fully executed written contract in place between the Memorandum Certificate Holder and the person or organization responsible for the promoting, organizing, managing or controlling the event: 1) DJ Services, including the necessary set up and tear down of sound and lighting equipment; 2) Photography and video recording by photographers and videographers; and 3) Event planning.

Exclusion - Designated Operations or Activities (ENTGL 025 01 19)

- | | |
|----------------------------------|---|
| 01. Animal Games/ Rides | 02. Bonfires/ Campfires |
| 03. Carnival Games | 04. Construction Operations |
| 05. Equestrian Activities | 06. Go Karting / Racing |
| 07. Haunted House | 08. Hay Rides |
| 09. Mechanical Rides | 10. Overnight Camping |
| 11. Paintball Games | 12. Parachuting, Parasailing & Hang Gliding |
| 13. Protests, Rallies or Marches | 14. Production Activity (Film/TV/Other) |
| 15. Rocketry | 16. Water Games and Water Activities |
17. Use, sale or rental of the following:
- a. Bungee Devices
 - b. Cannabis products or paraphernalia
 - c. Climbing Walls
 - d. Compressed Air Devices
 - e. Firearms, Knives and other Weapons
 - f. Foam Generator
 - g. Inflatable Devices
 - h. Lasers
 - i. Mechanical Amusement Devices
 - j. Motorized vehicles and personal transportation devices
 - k. Pyrotechnics/ Explosives
 - l. Rebound devices/ Trampolines
 - m. Smoke Pots/ Generators
 - n. Vaping products or paraphernalia
 - o. Virtual or Augmented Reality Devices

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V -Definitions.

SECTION I- COVERAGES

COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
 - (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
 - (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
 - (a)** Employment by the insured; or
 - (b)** Performing duties related to the conduct of the insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured. This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ii. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

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

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2 Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I- Coverage A- Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A or B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2.** "Auto" means:
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21.** "Your product":
- a.** Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22.** "Your work":
- a.** Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- C. The terms of this insurance, including those with respect to:
 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim, or "suit"apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL GENERAL LIABILITY
CG21160413**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT- RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Complete Lead Poisoning and Lead Contamination Exclusion CG 70 92 03 19

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **lead**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **lead**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **lead**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving, **lead**.

As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (1) Pure;
- (2) Contained in, or on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in fumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **Bodily injury** or **Property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

Complete Asbestos Exclusion - CG 70 93 03 19

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

Exclusion - Intellectual Property - CG 71 59 03 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage

The policy does not apply to any liability arising out of any actual or alleged infringement, disparagement, defamation, violation, misappropriation, or unfair usage of any form of intellectual property, including but not limited to:

- A. Copyright, slogan or title;
- B. Patent;
- C. Trademark, service mark, collective mark, or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;
- D. Trade secret;
- E. Trade dress including without limitation, any shape, color, design or appearance used to distinguish the origin of a good, product or service;
- F. False designation of the origin of a good, product or service;
- G. Advertising ideas, concepts, campaigns, or style of doing business; or
- H. Any other intellectual property rights recognized or implied by law.

Fungi or Bacteria Exclusion - CG 72 18 04 08

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Specified Location (If Applicable)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the location(s) shown in the above Schedule, the Commercial General Liability Coverage Part is amended as follows.

A. The following exclusion is added to Paragraph 2., Exclusions of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. **Bodily injury or property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2., Exclusions of **Section I - Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. **Personal and advertising injury** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** section:

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

All other terms and conditions of the policy remain unchanged.

Personal and Advertising Injury Hazard Redefined - CG 72 75 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

SECTION V - DEFINITIONS, 14. **Personal and Advertising Injury**, item c., is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

Emergency First Aid Endorsement- CG 72 86 12 08

Policy Amendment(s) Commercial General Liability Coverage Form

An **employee** at work on the Named Insured's premises will be construed to be acting within the course and scope of their employment while performing emergency first aid upon another person. If that other person is a co-employee, Exclusion E., Employer's Liability, will not apply.

A **volunteer worker** performing duties related to the conduct of your business on the Named Insured's premises will be construed to be acting within the course and scope of such duties while performing emergency first aid upon another person.

The coverage provided by this endorsement will not apply if the **employee** or **volunteer worker** is a medical professional.

All other terms and conditions remain unchanged.

Cross Suits Exclusion (Any Insured) - CG 72 94 03 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The insurance provided by this policy does not apply to any liability arising out of any claim or **suit** by any insured against any other insured.

All other terms and conditions of the policy remain unchanged.

Exclusion - Unmanned Aircraft - CG 73 04 03 19

Policy Amendment(s) Commercial General Liability

Commercial General Liability Coverage Part

A. Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

Unmanned Aircraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This **Unmanned Aircraft** exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This Aircraft (Other Than **Unmanned Aircraft**), **Auto** or Watercraft exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This Aircraft (Other Than **Unmanned Aircraft**), **Auto** or Watercraft exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B - Personal and Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

Personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the **personal and advertising injury** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

This exclusion does not apply to:

- a. The use of another's advertising idea in your **advertisement**; or
- b. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

C. The following definition is added to the **Definitions** section:

Unmanned aircraft means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Communicable Disease Coverage Sublimit – Defense Within Limits CG 73 26 07 21

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Per Event Limit	Aggregate Limit

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

I. Exclusion

Except to the extent coverage is provided in paragraph II below, this insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- A. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- B. Testing for a communicable disease;
- C. Failure to prevent the spread of the disease; or
- D. Failure to report the disease to authorities.

II. Coverage

A. If limits are stated in the Schedule above, the exclusion stated in paragraph I. above will not apply to **bodily injury, property damage, or personal and advertising injury**.

B. With respect to coverage provided by this Endorsement, Paragraph 1.a.(2) Coverages of Section I – Coverage A – Bodily Injury and Property Damage Liability and paragraph 1.a.(2) Coverages Coverage B – Personal and Advertising Injury Liability are deleted in their entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of:

- i. Judgments or settlements under Coverage A or B or medical expenses under Coverage C; and
- ii. **Defense expense**.

III. Limits of Insurance

With respect to any claim or **suit** arising out of the actual or alleged transmission of a communicable disease, **Section III – Limits of Insurance** is modified to the extent necessary to provide for the following:

- A. The Limits of Insurance shown in the Schedule of this endorsement and the rules below are the most we will pay for coverage afforded under paragraph II above.

- B. The Aggregate Limit is the most we will pay for damages regardless of the number of:
1. Insureds;
 2. Claims made or **suits** brought; or
 3. Persons or organizations making claims or bringing **suits**.

The Aggregate Limit stated in the Schedule above shall be a part of and not in addition to the General Aggregate Limit stated in the Declarations for the Commercial General Liability Coverage Part.

- C. Subject to the Aggregate Limit and the General Aggregate Limit, is the most we will pay under Coverage **A**, Coverage **B.**, and Coverage **C.**, for:
1. The sum of all damages arising out of:
 - a. **Bodily injury** arising out of any one **occurrence** or accident;
 - b. **Property damage** to any one premises, while rented to you; and
 - c. All **personal and advertising injury** sustained by any one person or organization.
 2. **Defense expense**.

IV. **New Definitions**

For the purposes of coverage provided by this endorsement, the following definitions are added to **Section V - Definitions**:

Defense expense means expenditures we incur and allocate to a specific claim or **suit** for the investigation, administration, or defense of potentially covered claims or **suits** against an insured and/or an indemnitee of the Insured that meets conditions described in paragraph 2.a-f.(2) of the **Supplemental Payments – Coverage A and B** provision. These costs include, but are not limited to, legal fees, court costs, expert witness expense, investigation expense and costs taxed against such insured as described in paragraph 1.a; 1.c; 1.d and 1.e of the **Supplemental Payments – Coverage A and B** provision. However, these costs do not include:

- A. The interest payments described in paragraph 1.f. and 1.g. of the **Supplementary Payments – Coverages A and B** provision; and
 - B. Salary, charges or expenses of our regular employees, other than that portion of our employed attorney's fees, salaries and expenses allocated to a specific claim or **suit**.
- V. All other terms and conditions of the policy remain unchanged.

Field of Entertainment Exclusion - ENTGL 000 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

I Exclusion

The following is added paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This policy does not apply to **personal and advertising injury** arising directly or indirectly out of:

- A. The **media content** of, or creation, advertisement, publication, distribution, exhibition or use, by you or any other person or organization of **entertainment products**;
- B. The words or conduct of any person, guest, player or performer in any live or recorded event, including but not limited to, any:
 - 1. Show;
 - 2. Theatrical or non-theatrical performance;
 - 3. Motion picture, television, audio or video production;
 - 4. Computer online service, including social media;
 - 5. Internet or web content;
 - 6. Exhibition; or
 - 7. Media interview;

This exclusion does not apply to the offenses identified in paragraphs a. and c. in the definition of **personal and advertising injury**.

II. New Definitions

As used in this endorsement, the following definitions are added to **Section V - Definitions:**

- A. **Entertainment products** are defined as any and all programs, productions, performances, films, television programs, recordings, exhibitions, publications, materials and media of any kind, type, or form and in any stage of completion, including, but not limited to:
 - 1. Motion pictures;
 - 2. Documentary, industrial, commercial, educational or training films;
 - 3. Television programs;
 - 4. Webisodes and other such programs streamed over the internet;
 - 5. Radio programs;
 - 6. Theatrical stage plays;
 - 7. Concerts;
 - 8. Scripts, manuscripts, books and articles;
 - 9. Audio, video or digital tapes and recordings of any kind or form;
 - 10. Sheet music and lyrics;
 - 11. Music and musical recordings of any type or form;

B. **Media content** means the substance of any communication of any kind whatsoever within **entertainment products** or advertising, regardless of the nature or form of such **media content** or the medium by which such **media content** is communicated, including but not limited to language, written word, data, film, digitized content, facts, music, photographs, images, advertisements, artistic expression, or visual or graphic materials.

II. All other terms and conditions remain unchanged.

Abuse or Molestation Exclusion - ENTGL 001 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

I Exclusion

The insurance provided by this policy does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of, or in any way related to:

A. Any actual, threatened or alleged:

1. Sexual abuse, sexual assault, sexual molestation, sexual harassment, sexual exploitation or sexual misconduct;
2. Physical abuse;
3. Mental abuse, intimidation or harassment; or
4. Molestation.

B. Any actual or alleged failure to:

1. Prevent or deter any of the above; or
2. Report any of the above to the proper authorities or provide or disclose pertinent information to such authorities.

C. Any actual or alleged negligent hiring or supervising of any person(s) who actually or allegedly caused or contributed in any manner to any of the above, including but not limited to negligence in connection with reference check(s), background investigation(s), or failure to suspend or terminate any such person(s).

I All other terms and conditions remain unchanged.

Activities Exclusion - Promoter and Live Events - ENTGL 005 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

ACTIVITIES EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)

(Information required to complete this form, if not shown above, will be shown in the Declarations)

I Exclusions

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

A. Throwing Objects Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of throwing, kicking, or projecting any object by:

1. An insured;
2. Your agents;
3. Any performer or artist performing at your event or concert contracted by you; or
4. Anyone else contracted or expressly or impliedly authorized by you to participate; during a performance or rehearsal.

B. Stage Diving / Crowd Surfing Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any performer or audience member:

1. Throwing themselves or another person into the audience; or
2. Placing themselves or another person directly above an audience; during a performance or rehearsal.

C. Moshing Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any style of dance in which participants push or slam into each other.

However, the above exclusions apply only if you have organized, contracted for, endorsed, encouraged or sanctioned such activity.

II. All other terms and conditions remain unchanged.

Amendment of Who Is An Insured - Volunteer Workers - Limited ENTGL 014 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

I Who Is An Insured

Section II -Who Is An Insured is deleted and replaced by the following:

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

B. Each of the following is also an insured:

1. Your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** are insureds for:

a. Bodily injury or personal and advertising injury:

- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a **co-employee** while in the course of his or her employment or performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of that **co-employee** as a consequence of paragraph 1.a.(1) above;
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1.a.(1) or (2) above; or
- (4) Arising out of his or her providing or failing to provide professional health care services.

b. Property damage to property:

- (1) Owned, occupied or used by; or
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Your **volunteer workers** only while performing duties related to the conduct of your business. However, none of these **volunteer workers** are insureds for:
 - a. **Personal and advertising injury:**
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a **co-employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
 - (2) To the spouse, child, parent, brother or sister of that **co-employee or volunteer worker** as a consequence of paragraph 2.a.(1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 2.a.(1) or (2) above; or
 - b. **Bodily injury or personal and advertising injury** arising out of his or her providing or failing to provide professional health care services.
 - c. **Property damage** to property:
 - (1) Owned, occupied or used by; or
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, any of your **volunteer workers**.
 3. Any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
 4. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
 5. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- C. With respect to **mobile equipment** registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
1. **Bodily injury** to a **co-employee** of the person driving the equipment; or
 2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 2. Coverage A does not apply to **bodily injury or property damage** that occurred before you acquired or formed the organization; and
 3. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

II. All other terms and conditions remain unchanged.

Animal Exclusion - ENTGL 015 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

ANIMALS EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)

(Information required to complete this form, if not shown above, will be shown in the Declarations)

I. Exclusions

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

A. Animals Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of an animal or animals.

B. Horse Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of a horse or horses.

C. Specified Animal Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of an animal or animals specified in the Schedule above.

II. All other terms and conditions remain unchanged.

Errors and Omissions Exclusion - ENTGL 023 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

I Exclusion

This insurance provided by this policy does not extend to any claim or **suit** arising directly or indirectly out of or in any way related to any liability for errors and omissions, including but not limited to:

- A. Radio, television and motion picture producers' errors and omissions liability;
- B. Advertisers' errors and omissions liability;
- C. Broadcasters' errors and omissions liability;
- D. Publishers' errors and omissions liability;
- E. Loss arising from any publication or literature including any musical material conducted or composed, by or on behalf of the named insured; or
- F. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

I All other terms and conditions remain unchanged.

Exclusion - Pyrotechnics and Explosives - ENTGL 027 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

I Exclusion

This insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising directly or indirectly out of fireworks, pyrotechnic devices, or any explosive materials.

I All other terms and conditions remain unchanged.

Limitation of Coverage to Designated Operations or Activities

ENTGL 035 01 19

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Designated Operations or Activities

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

I Limitation

The insurance afforded by this policy extends solely to the Designated Operations or Activities stated in the Schedule above.

I All other terms and conditions of the policy remain unchanged.

Exclusion - Participant or Performer - ENTGL 039 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following: Commercial

General Liability Coverage Part

I Exclusion

This insurance does not apply to **bodily injury** to any person arising directly or indirectly out of, or in any way related to such **participant** taking part in:

- A. The instructing or supervising;
- B. Trying out for;
- C. Training or practicing for;
- D. Rehearsing for; or
- E. Participating in,

any production, exhibition, performance, sport, event, contest or athletic activity that you organize, produce, promote or sponsor.

II. New Definition

For the purposes of coverage provided by this Endorsement, **Section V - Definitions** is amended to include the following:

Participant means individuals that:

- A. Are actually taking part in;
- B. Are running or controlling;
- C. Are acting in the capacity of medical and security personnel for;
- D. Have clearly defined duties directly assigned to them in;

any production, exhibition, performance, sport, event, contest or activity described in paragraph I. above.

III. All other terms and conditions remain unchanged.

Exclusion - Cyber Event - ENTIL 004 01 19

Policy Amendment

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Umbrella Coverage Part
Excess Liability Coverage Part

I Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event**.

I New Definition

A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system**;
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

III. All other terms and conditions remain unchanged.

Exclusion - Designated Operations or Activities - ENTGL 025 01 19

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operations or Activities

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Specified Location (If Applicable)

I. Exclusion

The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability and to Paragraph 2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of the operations and/or activities described in the Schedule of this endorsement, regardless of whether such operations or activities are conducted by you or on your behalf, for you or for others.

If a specific **location** is designated in the Schedule of this endorsement, this exclusion applies only to the described operations or activities conducted at that **location**. If no **location** is specified in the Schedule, this exclusion applies regardless of where such operations or activities are conducted.

II. New Definition

Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

III. All other terms and conditions of the policy remain unchanged.

Inline Clarifier: This exclusion does not apply to any activity, event or operation in which a concessionaire, exhibitor, vendor or independent contractor has named a Memorandum of Insurance Holder as an Additional Insured on such concessionaire's, exhibitor's, vendor's or independent contractor's General Liability Insurance Policy with Limits of Insurance equal to or great than the Limits of Insurance provided in this Policy to such Memorandum of Insurance Holder, and such concessionaire's, exhibitor's, vendor's, or independent contractor's General Liability Policy provides coverage to the Memorandum of Insurance Holder for the activity, event or operation.

Amended General Aggregate Limit - Per Designated Member ENTMA 004 10 20

Policy Amendment

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I Limits of Insurance

Section 111- Limit of Insurance is modified to provide for the following, but only with respect to a designated **member**

- A. For all sums which a designated **member** becomes legally obligated to pay as damages caused by an **occurrence** under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which are attributable solely to the ongoing operations of such designated **member**:
1. A separate Member General Aggregate Limit applies to each designated **member**. The Member General Aggregate Limit is the most we will pay on behalf of a designated **member** for the sum of all damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**, and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds covered under the Memorandum of Insurance issued to such **member**;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 2. Any payments made under Coverage A and Coverage B for damages or under Coverage C for medical expenses shall reduce the Member General Aggregate Limit for such designated **member**. Such payments shall not reduce the General Aggregate Limit shown in the Declaration nor shall they reduce the Member General Aggregate Limit that is applicable to any other designated **member** covered under this Policy.
 3. The limits shown in the Declarations for Personal & Advertising Injury, Each Occurrence, Damage to Premises Rented To You and Medical Expense continue to apply to the designated **member**. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Member General Aggregate Limit.
- B. For all sums which a designated **member** becomes legally obligated to pay as damages caused by **occurrences** under **Section I - Coverage A**, damages caused by **personal and advertising injury** under **Section I - Coverage B**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which are not attributable solely to the operations of such designated **member** shown in the Schedule above:
1. Any payments made under Coverage A and Coverage B for damages or under Coverage C for medical expense will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments will not reduce any Member General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit applicable to the **member**, and not reduce the General Aggregate Limit nor the Member General Aggregate Limit.

II. **New Definitions**

For the purposes of coverage provided by this endorsement, the following definition is added to

Section V - Definitions:

Member means an individual, organization, group or chapter on file with the Named Insured, and designated as a Memorandum Holder on a Memorandum of Insurance issued under this Policy.

III. All other terms and conditions of the policy remain unchanged.

Visual Imagery Professional Liability - ENTMA 008 10 20

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I Insuring Agreement

Section I- Coverages is amended to include the following:

- A. We will pay those sums that the insured becomes legally obligated to pay as:
 - 1. Damages because of **bodily injury, property damage or personal and advertising injury** arising out of a negligent act, error or omission by the insured in providing any photographic or digital imagery services;
 - 2. Compensatory damages for infringement of copyright, trademark, trade name, title or slogan, false advertising, idea misappropriation, breach of implied contract, invasion of privacy or publicity rights, or defamation arising out of any photographic or digital visual imagery services.
- B. This insurance applies only to acts, errors or omissions that first take place in the **coverage territory** during the policy period for which this coverage applies.
- C. Coverage provided by this endorsement does not increase the Limits of Insurance of this policy. The each **occurrence** limit shown on the General Liability Declarations of the policy applies to any **bodily injury or property damage** arising out of any act, error or omission or series of related acts, errors or omissions covered by this endorsement. The **personal and advertising injury** limit shown on the General Liability Declarations of the policy applies to any **personal and advertising injury** arising out of any act, error or omission or series of related acts, errors or omissions covered by this endorsement.
- D. This coverage applies regardless of any otherwise applicable policy exclusions contained outside of this endorsement for damages because of **bodily injury, property damage or personal and advertising injury** arising out of the: (1) rendering or failure to render any professional service; (2) breach of contract; or (3) infringement of copyright, trademark, or other intellectual property right.

II Exclusions

The insurance provided by this endorsement does not apply to:

- A. Damages claimed for any loss, cost or expense incurred by you or any other insured resulting from an active and deliberate, dishonest, criminal, fraudulent, malicious or knowingly wrongful act. However this exclusion does not apply to liability of any insured other than you unless:
 - 1. The act was committed with the prior knowledge or participation of such insured; or
 - 2. Such insured failed to notify the appropriate authority as soon as possible upon becoming aware of the act.
- B. Any action, demand, claim or **suit** seeking relief or redress in any form other than monetary damages, nor shall we have any obligation to pay for any costs, fees or expenses which the insured becomes obligated to pay as a result of an adverse judgment for injunctive, restitutionary or declaratory relief.

III. All other terms and conditions of the policy remain unchanged.

National Alliance of Special Event Planners Supplemental ENTMA 011 5 24

Policy Amendment

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART

I. Who Is An Insured

Who is covered as an Insured is amended to include the following:

- A. Any member on file with the National Alliance of Special Event Planners, LLC, but only for the coverages purchased by such member under this Policy and subject to the coverage terms and conditions stated on the Memorandum of Insurance issued to such member; and
- B. **Volunteer workers** of the National Alliance of Special Event Planners, LLC, but only while performing duties related to the business operations of the National Alliance of Special Event Planners, LLC. However, none of these **volunteer workers** is insured for:
 1. **Personal and Advertising Injury:**
 - a. To you, to your partners or members (if you are partnership or joint venture), to your members (if you are a limited liability company), to an **employee** or to any of your other **volunteer workers**; or
 - b. To the spouse, child, parent, brother or sister of that **employee** or **volunteer worker** as a consequence of paragraph B.1.a. above; or
 - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the **personal and advertising injury** described in paragraphs B.1.a. or b. above;
 2. **Bodily injury or personal and advertising injury** arising out of his or her providing or failing to provide professional health care services.
 3. **Property damage** to property:
 - a. Owned, occupied or used by you, any of **your employees** or any of your **volunteer workers**; or
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose, by you, any of your **employees** or any of your **volunteer workers**.

II. Limits of Insurance and Deductible

- A. The General Liability Coverage Form is amended to the extent necessary to provide for the following: If a Property Damage Liability Deductible is shown on a Memorandum of Insurance issued to a member, our obligation to pay damages for such member applies only to the amount of property damage in excess of the deductible amount stated in the applicable Memorandum of Insurance.
- B. The Entertainment Articles Coverage Form is amended to the extent necessary to include the following: The Limit of Insurance and Deductible shown on the Memorandum of Insurance issued to a member will dictate the most we will pay and the applicable deductible in any one coverage loss associated with such member.

III. Amended Coverage – Commercial Articles Coverage Form

Paragraph I – Coverage of the Entertainment Articles Coverage Form – ENTEF 000 is amended to provide for the following:

Covered Property, as used in this coverage form includes the types of property shown on the Declaration.

IV. New Conditions

The following conditions are added to all Coverages Forms included under this Policy:

A. Minimum Earned Premium

Each Memorandum of Insurance is subject to a minimum earned premium of 25% of the total premium of such Memorandum of Insurance, if the covered member cancels coverage.

B. Rolling Date

1. In the event of termination or expiration of this Policy, coverage under the terms and conditions of this Policy will remain in force for a Memorandum of Insurance until such Memorandum of Insurance terminates or expires, not to exceed 12 months from the date of termination or expiration of this Policy.
2. A change to this Policy only applies to a Memorandum of Insurance that has an effective date after the effective date of such change.

C. Method of Valuation

Paragraph E. – Method of Valuation under Loss Payment Conditions of form Entertainment Articles Floater – ENTEF 000 is deleted and replaced by the following:

1. In the event of loss or damage, the value of property will be determined as of the time of loss or damage as follows:

a. Trailers

Unless otherwise stated in the Declarations or by endorsement, the most we will pay will be the lesser of the following:

- (1) The reasonable cost of restoring the trailer to its condition immediately before the loss or damage;
- (2) The **actual cash value** of the trailer;
- (3) The amount for which an insured is legally liable; or
- (4) The applicable Limit of Insurance shown in the Declarations.

b. All Other Property

Unless otherwise stated in the Declarations, the most we will pay will be the lesser of the following:

- (1) The cost of reasonably restoring the covered property to its condition immediately before the loss or damage;
- (2) The **replacement cost** of the covered property;
- (3) The amount for which you are legally liable; or
- (4) The applicable Limit of Insurance shown in the Declarations.

We will not pay on a **replacement cost** basis until you actually repair or replace the lost or damaged property. The repair or replacement of damaged property must be made as soon as reasonably possible, but in no event later than one year after the date that you sustained covered loss or damage.

Until the lost or damaged property is actually repaired or replaced, we will only pay the value of such property on an **actual cash value** basis as of the time of the loss or damage.

2. For the purposes of this Coverage Form, the definitions of **replacement cost** and **actual cash value** are as follows:
- a. **Actual Cash Value** means the cost to repair or replace covered property which has sustained loss or damage with other property:
 - (1) Of like kind, quality, usefulness, size, and capacity, as that with which it was originally constructed; and
 - (2) Used for the same occupancy and purpose;
subject to a deduction for deterioration, depreciation, depletion, obsolescence, or a combination of these.
 - b. **Replacement Cost** means the cost to repair or replace covered property which has sustained loss or damage with other property:
 - (1) Of like kind, quality, size, and capacity, as that with which it was originally constructed;
and
 - (2) Used for the same occupancy and purpose;
without a deduction for physical deterioration, depreciation, depletion, or obsolescence.

V. All other terms and conditions of the policy remain unchanged.

Exclusions – National Alliance of Special Event Planners ENTMA 024 05 24

Policy Amendment

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
INLAND MARINE COVERAGE PART

I. General Liability Coverage Form Exclusions

A. This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of any of the following:

1. **Defect in Premises**

Any defect or any physical characteristic or condition of any facility, venue, or other premise that contributes to or gives rise to **bodily injury, property damage, or personal and advertising injury**.

2. **Rave**

A rave or rave like event.

B. **Property Loaned, Rented or Given to Others**

This insurance does not apply to **bodily injury, property damage, personal and advertising injury, or medical payments** caused by or resulting from property, personal property or equipment that is loaned, rented or given to others. This exclusion does not apply to:

1. Equipment the designated member provides to his or her employees or subcontractors performing services at a venue on behalf of such member; and
2. Equipment rented to others that is in the care, custody and control of and operated by the designated member, their employees or subcontractors performing services at a venue on behalf of such member.

II. New Inland Marine Exclusions

The following exclusions are added. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

A. **Disappearance or Shortages**

The disappearance of covered property where there is no physical evidence to show what happened to such property; or where the only evidence of loss is an audit, inventory computation or profit and loss computation, or any combination thereof.

B. **Theft from Vehicle or Trailer**

We will not pay for loss, damage or expense caused directly or indirectly by theft or attempted theft of covered property while in an vehicle or trailer. However, this exclusion does not apply if at the time of loss all of the following conditions were met:

1. The covered property was contained within a fully enclosed, locked and secured:
 - a. Body or compartment of a vehicle; or
 - b. Enclosed trailer; and
2. Any vehicle or trailer that was broken into or stolen had an audible alarm which was fully operational and armed.

For the purposes of this exclusion, “theft” does not include robbery.

C. Property Loaned, Rented or Entrusted to Others

We will not pay for loss, damage or expense to property that has been loaned, rented or entrusted to others. This exclusion does not apply to:

1. Equipment the designated member provides to his or her employees or subcontractors performing services at a venue on behalf of such member; and
2. Equipment rented to others that is in the care, custody and control of and operated by the designated member, their employees or subcontractors performing services at a venue on behalf of such member.

D. Property Not Covered

Paragraph I.A. – Property Not Covered is amended to include unmanned aerial vehicles.

III. All other terms and conditions of the policy remain unchanged.

BUSINESS AUTO

BUSINESS AUTO COVERAGE SECTION - DECLARATIONS

Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

Audit Period

Annual

Business Auto Coverage Form (CA 00 0110 13)

Schedule of Coverage

Coverages	Covered Auto Symbols	Limit of Insurance
Liability	8,9	\$ Refer to Memorandum
Uninsured Motorist-Vermont	10	\$ Refer to Memorandum
Uninsured Motorist-Louisiana	10	\$ Refer to Memorandum
Uninsured Motorist-Indiana	10	\$ Refer to Memorandum
Uninsured Motorist-Illinois	10	\$ Refer to Memorandum
Uninsured Motorist-Arizona	10	\$ Refer to Memorandum
Underinsured Motorist-Arizona	10	\$ Refer to Memorandum

Endorsements

Illinois Uninsured Motorists Coverage (CA 21 30 01 15)

Schedule	
Each Accident	\$ Refer to Memorandum

Arizona Uninsured Motorists Coverage (CA 21 39 10 13)

Schedule	
Each Accident	\$ Refer to Memorandum

Arizona Underinsured Motorists Coverage (CA 21 40 10 13)

Schedule	
Each Accident	\$ Refer to Memorandum

Indiana Uninsured Motorists Coverage (CA 214412 15)

Schedule	
Bodily Injury: Each Accident	\$ Refer to Memorandum
Section C Exclusions applies in its entirety	

Louisiana Uninsured Motorists Coverage - Bodily Injury (CA 214810 13)

Schedule	
Each Accident	\$ Refer to Memorandum

Vermont Uninsured Motorists Coverage (CA 21 63 10 16)

Schedule	
Bodily Injury: Each Accident	\$ Refer to Memorandum
Property Damage: Each Accident	\$ Refer to Memorandum

Covered Auto Designation Symbol (CA 99 54 10 13)

Symbol	Description of Covered Auto Designation Symbols
For use with the Business Auto Coverage Form	
10	= Uninsured / Underinsured Motorist

Blanket Additional Insured (ENTBA 000 01 19)

Name of Additional Insured Person(s) or Organization(s)
Any person or organization as described below

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned in "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2 Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above. This exclusion applies:
 - (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- 6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

Ci. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value. If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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

P. "Trailer" includes semitrailer.

Explanation of Premium Basis - CA 70 03 10 01

Policy Amendment

**This Endorsement modifies insurance provided under the:
Business Auto Coverage Form
Garage Coverage Form**

A. Cost of Hire

Cost of hire means the total amount you incur for the hire of **autos** you don't own (not including **autos** you borrow or rent from your partners or **employees** or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

B. For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
2. Advertising Revenue.
3. Taxes which you collect as a separate item and remit directly to a governmental division.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

C. For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the **autos** you leased or rented to others during the policy period.

All other terms and conditions of the policy remain unchanged.

Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism - CA 70 78 01 06

Policy Amendment

This Endorsement modifies insurance provided under the:
Business Auto Coverage Form
Business Auto Physical Damage Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Single Interest Automobile Physical Damage Insurance Policy

A. The following definitions are added and apply under this endorsement:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. **Any injury or damage, loss or expense** means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury, personal and advertising injury, loss**, loss of use, rental reimbursement after **loss or covered pollution costs or expense**, as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion of Terrorism

We will not pay for **any injury, damage, loss or expense** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Any injury or damage, loss or expense** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

This form must be attached to Change Endorsement when issued after the policy is written. One of the **Allianz Global Risks US Companies** as named in the policy.

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
 3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.
- C. In the event of any incident of **terrorism** that is not subject to the Exclusion, coverage does not apply to **any injury or damage, loss or expense** that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

All other terms and conditions of the policy remain unchanged.

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA 99 5410 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

Section I - Covered Autos in the Business Auto and Motor Carrier Coverage Forms and **Section I - Covered Autos Coverages** in the Auto Dealers Coverage Form are amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbols	
For use with the Business Auto Coverage Form		
10	=	
For use with the Auto Dealers Coverage Form		
32	=	

Symbol	Description Of Covered Auto Designation Symbols	
For use with the Motor Carrier Coverage Form		
72	=	
73	=	

Inland Marine Other Coverages

IL 70 05 02 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Policy - Additional Condition - IL 70 05 02 96

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**American Business Coverage
Commercial General Liability
Automobile
Crime
Inland Marine
Farm Property
Farm Liability**

You and we agree to add this condition to the policy:

Two or More Policies Issued By Us

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
 - a. has been exhausted; or
 - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

OTHER COVERAGES SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
 - If a coverage shown in the Declarations does not show a corresponding Limit of Insurance, then no insurance is provided for such coverage.
 - If "O", "N/A", or "not covered" appears as a Limit of Insurance in the Declarations for a described coverage, then no insurance is provided for such described coverage.
 - If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific location(s) as displayed on the Common Policy Declarations.
-

Commercial Articles Coverage Form (CM 0020 03 10)

COVERAGE FORM	LIMITS OF INSURANCE	DEDUCTIBLE
D.J. Equipment	*	*
Musical Instruments and Related Equipment	*	*
Cameras, Projection Machines, & Related	*	*
Equip Media (Tapes, Records, CD's and LP's)	*	*

* Per the applicable Memorandum of Insurance.

COINSURANCE: 80%

Endorsements

National Alliance of Special Event Planners Supplemental (ENTMA 011 10 20)

Entertainment Articles Floater ENTEF 000 01 19

Commercial Inland Marine Coverage Part

This Coverage Form – ENTEF 000, together with its Declarations and endorsements, complete the coverage provided under the Commercial Inland Marine Coverage Part of this policy.

The titles of paragraphs contained in this Coverage Form and the subsequent endorsements that make up the Commercial Inland Marine Coverage Part are inserted for ease of reference and shall not be deemed in any way to modify or extend the provisions to which they relate.

Throughout this Coverage Form the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us**, and **our** refer to the Company providing this insurance.

Other words and phrases that appear in bold face have special meaning. Refer to the Definitions Section of this Coverage Form or the definitions located within any endorsements that may be attached and that make up the Commercial Inland Marine Coverage Part.

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

I. Coverage

We will pay for direct physical loss of or damage to **covered property** that is either owned by you or that is the property of others for which you are legally liable, provided that the loss or damage takes place during the policy period and is not excluded or limited in this Coverage Form.

A. Property Not Covered

We will not cover the following types of property, unless a Limit of Insurance applicable to such property is shown in the Declarations or is added by endorsement:

1. Aircraft, satellites, and spacecraft;
2. Accounts, bills, currency, numismatic properties or money, food stamps, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports, transportation, admission or other tickets;
3. Any type of animal, insect or marine life;
4. Antiques and fine art;
5. Buildings or their improvements and betterments;
6. Contraband, or property in the course of illegal transportation or trade;
7. **Electronic Data Processing Property;**
8. Furniture and fixtures;
9. Live plants, lawns, trees, sidewalks or landscape;
10. Motor vehicles, trailers, or other conveyances (other than **mobile equipment**);
11. Negative film, video tape, tapes, cels, transparencies, positives, sound tracks, art work, **data** stored or recorded on any form of **media**;
12. Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages; and
13. Watercraft.

B. Coverage Extensions

The Coverage Extensions described below are subject to the terms and conditions of this Coverage Form and the Policy to which it is attached. If an applicable limit is shown in the Declarations, stated below, or added by endorsement, then we will also pay you for the following, provided that the loss or damage takes place during the policy period.

1. Civil Authority

Direct physical loss of or damage to **covered property** caused by or resulting from actions by a civil authority in an attempt to prevent further loss or damage that would be otherwise covered under this Coverage Form.

The most we will pay for Civil Authority is the applicable Limit of Insurance for **covered property** stated in the Declarations.

2. Debris Removal

Your expense to remove debris of **covered property** that has sustained direct physical loss or damage that is not excluded or limited in this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

The most we will pay for Debris Removal is the lesser of:

- a. 25% of the **replacement cost** of such **covered property**;
- b. 25% of the applicable Limit of Insurance; or
- c. \$10,000.

This Coverage Extension does not apply to costs to extract **pollutants** from land or water or to remove, restore or replace polluted land or water.

3. Extra Expense

The actual **extra expense** you sustain.

This **extra expense** coverage only applies when the **suspension of operations** during the **period of restoration** is caused by direct physical loss or damage to **covered property** that is not excluded or limited in this Coverage Form.

The most we will pay for Extra Expense in any one occurrence is \$2,500 or the applicable Limit of Insurance stated in the Declarations.

4. Loss of Use

Damages you are legally liable for because of the actual loss of use of **covered property** owned by others that is in your care, custody or control, provided that the loss of use is caused by direct physical loss of or damage to such **covered property** that is not excluded or limited in this Coverage Form.

The most we will pay for Loss of Use is the Limit of Insurance stated in the Declarations. If no limit is shown in the Declarations, the most we will pay under this coverage is \$2,500.

5. Newly Acquired Covered Property

Direct physical loss or damage to **covered property** you acquire after the inception of this Policy provided that the physical loss or damage is not excluded or limited in this Coverage Form. This coverage will end when the first of the following occurs:

- a. This policy expires or is cancelled;
- b. 30 days have passed from the date you acquire the property; or
- c. You report the value of the newly acquired property to us.

The most we will pay for Newly Acquired Covered Property in any one occurrence is 25% of the total insured value stated in the Declarations for the applicable **covered property** up to a maximum of \$50,000. This limit shall be in addition to any applicable Limit of Insurance stated in the Declarations.

Once you report the value of such newly acquired property to us, we will charge you additional premium for values reported from the date you acquired the property.

6. Property Rented or Leased to Others

Direct physical loss of or damage to property you own or property of others for which you are legally liable that you have rented to others, provided that the physical loss or damage is not excluded or limited in this Coverage Form.

The most that we will pay for Property Rented or Leased to Others in any one occurrence is \$25,000. This limit is in addition to any applicable Limit of Insurance stated in the Declarations.

II. Limit of Insurance and Deductible

A. Limit of Insurance

We will pay up to the applicable Limit of Insurance as stated in the Declarations or endorsement. The applicable Limit of Insurance shown in the Declarations or endorsement is the most we will pay for all loss, damage, or expense under any coverage in this coverage form regardless of the number of Named Insureds or other interests that have suffered such loss, damage, or expense. Payments made under this insurance will not exceed the actual amount of covered loss, damage, or expense.

B. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the deductible shown in the Declarations or endorsement. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable to the same occurrence under this Coverage Form, then we will only apply the highest deductible that would apply.

III. Exclusions

We will not pay for any loss, damage, or expense caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

A. Detrimental Code

Detrimental code. This exclusion applies regardless of how the **detrimental code** was introduced or acquired.

B. Dishonesty or Criminal Acts

Fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by:

1. You, any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives;
2. Anyone else with an interest in the property, or their employees or authorized representatives; or
3. Anyone else to whom the property is entrusted except for carriers for hire.

C. Government Action

1. Seizure or confiscation of property by any government or public authority; or
2. Destruction of property under quarantine or customs regulation.

However, this exclusion will not apply to any coverage afforded under the Civil Authority Coverage Extension.

D. Intentional Acts

Intentional acts committed by you, at your direction or with your knowledge.

E. Mechanical Breakdown and Electrical Disturbance

1. Mechanical breakdown or failure;
2. Rupture or bursting caused by centrifugal force; or

3. Electrical artificially generated electrical current, including electrical arcing.

F. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

G. Nuclear Activity

1. Any weapon employing atomic fission, atomic fusion or radioactive force; or
2. Nuclear reaction, nuclear radiation, or radioactive contamination, however, if fire results, then we will pay for that resulting loss, but only if such loss would otherwise be covered under this Coverage Form.

H. Pollution

Discharge, dispersal, seepage, migration, release or escape of **pollutants** or environmental impairment of any kind. However, if any of these results in a cause of loss not otherwise excluded, then we will pay for the loss or damage caused by such resulting cause of loss.

I. War and Military Action

1. War (declared or undeclared);
2. Warlike action by a military force, including anything done to hinder or defend against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Invasion or insurrection, rebellion, revolution or civil war, seizure of power, or anything done to hinder or defend against these actions.

J. Wear and Tear, Deterioration and Animals

1. Wear and tear or gradual deterioration;
2. Any quality in the property that causes it to damage or destroy itself or hidden or latent defect;
3. Dampness, cold, freezing, or heat;
4. Mold, wet or dry rot, decay, rust or corrosion, or bacterial contamination;
5. Marring or scratching;
6. Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals; or
7. Shrinkage, evaporation, or loss of weight.

IV. Loss Payment Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

1. If we and you disagree on the value of the property, the amount of business income loss if applicable, or other amount of loss, then either party may make written demand for an appraisal of the loss. In this event, such party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, then either party may request that selection be made by a judge of a court having jurisdiction. Any umpire that is selected must have demonstrated prior experience in valuing the type of loss that is at issue. The appraisers will state separately the applicable value of such property, or the amount of such loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two parties will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If there is an appraisal, we will still retain our right to deny the claim.

C. Duties in the Event of Loss or Damage

1. In the event of covered loss or damage you must see that the following are done.
 - a. Notify the police if a law may have been broken.
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - c. Give us a description of how, when and where loss or damage occurred as soon as possible.
 - d. Take all reasonable steps to protect the covered property from further damage and, if feasible, set the damaged property aside and in the best possible order for examination. We will not pay for any subsequent loss or damage that is caused by or results from your failure to take such steps.
 - e. Keep a record of your necessary expenses that you incurred:
 - (1) To protect covered property from further damage; and
 - (2) For emergency and temporary repairs;
 for consideration in the settlement of the claim. Such expenses incurred, if covered, will not increase the Limit of Insurance.
 - f. At our request, give us complete inventory of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
 - g. As often as may be reasonably be required, permit us to:
 - (1) Inspect your property in order to prove the loss or damage;
 - (2) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (3) Examine your books and records and make copies of such books and records.
 - h. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. We will supply the necessary forms. You must complete such forms within 90 consecutive calendar days of our request.
 - i. Cooperate with us in the investigation or settlement of the claim.
2. We may examine under oath:
 - a. You, your partners, or members;
 - b. Managers, officers, directors, trustees or employees (including leased employees);
 - c. Authorized representatives, or anyone to whom you entrust property for any purpose;
 while not in the presence of other such persons (other than your legal counsel), and at such times as may reasonably be required, about any matter relating to this coverage form or a claim under this coverage form, including your books and records. In the event of an examination under oath, the person being examined must verify that their answers are accurately recorded.
3. The failure of any person, other than:
 - a. You, your partners, or members of your business;
 - b. A person employed by your business as a manager, officer, director or member of your management staff; or
 - c. A trustee or other person with legal authority over your business;
 to notify us of any loss or damage that may be covered under this coverage form, shall not invalidate the insurance afforded by this coverage form.

D. Loss Payment

1. Within 30 days of receiving the properly executed, sworn statement of loss, we will give you notice that:
 - a. Your claim is denied;
 - b. Your claim will be paid; or

- c. We need more time to determine whether your claim will be denied or paid; in whole or in part.
- 2. If your claim is denied, then such notice will be in writing and will state any applicable policy provision, condition, or exclusion used as the basis for the denial.
- 3. For that portion of the loss or damage that is covered under this coverage form, we will pay your claim within 30 days of receiving the properly executed sworn statement of loss, if:
 - a. You have complied with all of the terms and conditions of the policy; and
 - b. We have reached agreement with you on the amount of loss or an appraisal award has been made. However, we will not pay you more than your financial interest in lost or damaged property.
- 4. If more time is needed to determine whether your claim should be denied or paid, then we will notify you in writing and state why more time is needed.
- 5. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, then such payments will satisfy your claims against us for the owners' property.

E. Method of Valuation

In the event of loss or damage, the value of property will be determined as of the time of loss or damage as follows:

Unless otherwise stated in the Declarations, the most we will pay will be the lesser of the following:

- 1. The cost of reasonably restoring the **covered property** to its condition immediately before loss or damage;
- 2. The **replacement cost** of the **covered property**;
- 3. The amount for which you are legally liable; or
- 4. The applicable Limit of Insurance shown in the Declarations.

We will not pay on a **replacement cost** basis until you actually repair or replace the lost or damaged property. The repair or replacement of damaged property must be made as soon as reasonably possible, but in no event later than two years after the date that you sustained covered loss or damage.

Until the lost or damaged property is actually repaired or replaced, we will only pay the value of such property on an **actual cash value** basis as of the time of the loss or damage.

F. Pairs or Set

If a covered loss occurs to your property that is part of a pair or set, then we will only pay for a reasonable and fair proportion of the total value of the pair or set. We will not pay on the basis of a loss to the entire pair or set.

G. Recovered Property

- 1. If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If the recovered property is returned to you, then you must return to us the amount of the claim we paid to you for the property.
- 2. Subject to the applicable Limit of Insurance described in the Declarations:
 - a. We will pay recovery expenses and the expenses to repair the recovered property; and
 - b. If the recovered property is damaged and we agree that it cannot be restored, but you wish to keep the damaged property, then you will pay us the property's **fair market value** immediately after the recovery, but not more than the amount of the claim we paid you for the property.

V. General Conditions

A. Authorization & Notices

You agree that the first Named Insured shown in the Declarations shall act on behalf of all other Named Insureds. All correspondence concerning this coverage form will take place between the first Named Insured

and us. Notice sent to the first Named Insured at the address of such first Named Insured stated in the Declarations shall also constitute notice to all Named Insureds.

B. Calculation of Premium

The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.

C. Cancellation and Nonrenewal

1. Cancellation

- a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy by notifying you with advance written notice stating the reason for cancellation, to the last address known to us, at least:
 - (1) 10 consecutive calendar days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 consecutive calendar days before the effective date of cancellation if we cancel for any other reason.
- c. The notice of cancellation will state the effective date of cancellation, which ends the policy period.
- d. If this Policy is canceled, then we will send the first Named Insured any premium refund due. If we cancel, then the refund will be computed on a pro-rata basis. If you cancel the policy, then the refund may be less than pro rata but no less than the amount determined by our rules in effect at the time. The cancellation will be effective even if we have not made or offered a refund.
- e. Proof of mailing will be sufficient proof of notice.

2. Nonrenewal

- a. We are not required to renew this Policy when it expires.
- b. If we elect not to renew this Policy, then we will mail by first class or delivering to the first Named Insured and the agent or broker of record, at their address shown in the Declarations, written notice stating the reason for nonrenewal, at least 60 consecutive calendar days but not more than 120 consecutive calendar days before the effective date of nonrenewal.
- c. Notice of nonrenewal will state the effective date of nonrenewal. The Policy Period will end on the date of nonrenewal.
- d. If the notice is mailed, then proof of mailing will be sufficient proof of mailing of notice.

D. Changes

The Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

E. Concealment, Misrepresentation, or Fraud

This Policy is void in any case of fraud, intentional concealment or misrepresentation by you or any other insured.

F. Conformity to Statute

Terms of the coverage form which are in conflict with the statutes of the state where the Policy is issued are amended to conform to such statutes.

G. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Policy at any one or more locations will not affect coverage at any one location where, at the time of loss or damage, the breach of condition does not exist.

H. Coverage Territory

This Insurance provides coverage wherever the property may be located, except for where we are legally prohibited from providing coverage.

I. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

J. Inspections and Surveys

1. We have the right but are not obligated to make inspections and surveys at any time, give you reports on the conditions we find, and recommend changes.
2. Any such inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections and we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe, healthful, or comply with laws, regulations, codes or standards.
3. Items VI.J.1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.
4. Item VI.J.2. of this condition does not apply to any inspections, surveys, reports or recommendations we make or any other inspection service, or other similar organization may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

K. No Benefit to Bailee

No person or organization, other than you, having custody of **covered property** will benefit from this insurance.

L. Insurance Under Two or More Coverages

If two or more coverages apply to the same item of property which sustains covered loss or damage under:

1. This Coverage Form;
2. An Endorsement to this Coverage Form; or
3. This Policy;

then the most we will pay for any loss, damage, or expense is the largest single Limit of Insurance shown in the Declarations applicable to such covered property. We will not pay more than the actual amount of such loss, damage or expense.

M. Legal Action Against Us

No one may bring a legal action against us under this Policy unless:

1. There has been full compliance with all of the terms of this Policy; and
2. The legal action is brought within 2 years after the date upon which the direct physical loss or damage occurred.

N. Liberalization Clause

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, then such broadened coverage will immediately apply to this Policy.

O. Loss Payable

1. If any Loss Payee shown in the Schedule of Loss Payees or listed as such on a Certificate of Insurance on file with us, is a creditor, whose interest in property covered by this coverage form is established by a written instrument and both you and such Loss Payee has an insurable interest in the lost or damaged property, we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and each such Loss Payee, in their order of precedence, as interests may appear.
2. Each such Loss Payee has the right to receive loss payment, even though:
 - a. We denied your claim because you failed to comply with the terms of this insurance; or
 - b. Such Loss Payee starts foreclosure or similar actions on property covered under this coverage form;

if such Loss Payee pays any premium due at our request if you have failed to do so, submits a sworn proof of loss within 60 days after receiving notice from us of your failure to do so, and has notified us of any change in ownership, or substantial change in risk known to such Loss Payee.

P. Other Insurance

1. If you have other insurance subject to the same terms, conditions, and provisions as the insurance provided under this Policy, then we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy bears to the total Limits of Insurance for all insurance covering such loss or damage on the same basis.
2. If there is other insurance covering the same covered loss or damage, other than that described above in V.P.1., then subject to the deductible shown in the Declarations, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. Our payment for any covered loss or damage is subject to the terms and conditions of this Policy and the applicable Limit of Insurance shown in the Declarations.

Q. Policy Period

Under this Policy we insure covered loss or damage commencing during the Policy Period shown in the Declarations.

R. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

S. Subrogation

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, then those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to loss to your **covered property** or covered business income;
2. After a loss to your **covered property** or covered business income only if, at the time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm owned or controlled by you or that owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

T. Trade or Economic Sanctions

Whenever coverage under this Policy would be in violation of any U.S. trade or economic sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

U. Transfer of Your Rights and Duties Under This Policy

1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, then your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

VI. Definitions

A. Actual cash value means the cost to repair or replace covered property which has sustained loss or damage with other property:

1. Of like kind, quality, usefulness, size, and capacity, as that with which it was originally constructed; and
 2. Used for the same occupancy and purpose;
- subject to a deduction for deterioration, depreciation, depletion, obsolescence, or a combination of these.

B. Computer programs means **data** used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.

C. Covered property means:

1. Property owned by you that is described in the Declarations or added by endorsement, including related equipment, accessories and **merchandise**;
2. Similar property of others in your care, custody or control and for which you are legally liable; and
3. **Mobile equipment**.

D. Data means facts, concepts or instructions which are converted to a form usable in your data processing operations, including **computer programs**.

E. Detrimental code means any computer virus, malware, program, routine, sub-routine, Trojan horse, worm, script or other code string that damages, destroys, alters, or corrupts **covered property**.

F. Electronic data processing equipment means:

1. Computer hardware;
2. Machinery or equipment; and
3. **Voice Communication systems** including their operating programs.

G. Electronic data processing property means:

1. **Electronic data processing equipment** including component parts; and
2. **Software, data, media, unused media and computer programs**.

H. Extra expense means necessary expenses you incur during the **period of restoration**, over and above the expenses you would have normally incurred had there been no covered loss, in order to avoid or minimize the suspension of business and to continue your business activities.

I. Fair market value means the price that a willing buyer would pay to a willing seller in an open market if the property had been offered for sale on the date of the loss.

J. Media means the physical materials or equipment upon which **data** is recorded or stored.

K. Merchandise means property or goods sold or distributed by you in support of your normal business operations.

- L. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles that travel on crawler treads;
 3. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.
- 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.
- M. **Operations** means the usual and customary business activities in the conduct of your business.
- N. **Period of restoration** means the period of time that:
1. Begins immediately after the time of direct physical loss or damage for Extra Expense Coverage provided the loss or damage is not excluded or limited in this Coverage Form; and
 2. Ends on the earlier of:
 - a. The date when the property should be repaired or replaced with reasonable speed and similar quality; or
 - b. The date when **operations** are resumed.
- O. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- P. **Replacement cost** means the cost to repair or replace **covered property** which has sustained loss or damage with other property:
1. Of like kind, quality, size, and capacity, as that with which it was originally constructed; and
 2. Used for the same occupancy and purpose;
- without a deduction for physical deterioration, depreciation, depletion, or obsolescence.
- Q. **Software** means any combination of **data, media** and **computer programs**.
- R. **Suspension** means the slowdown or cessation of your business activities that are dependent on **covered property**.
- S. **Voice communication systems** means telephones, telephone systems, telephone switchgear including operating programs and related **software**.

Pollutant Removal Coverage - ENTEF 017 01 19

Policy Amendment - Inland Marine

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part

I. Coverage

Section I - Coverage is amended to include the following:

- A. We will pay your reasonable cost to extract **pollutants** from land or water. The release, discharge or dispersal of the **pollutants** must result from a covered loss and must occur during the policy period.
- B. This coverage only applies if no later than 180 days from the date of loss or from the end of the policy period, whichever comes first, you:
 - 1. Discover the loss; and
 - 2. Report the loss to us in writing.

II. Limits of Insurance

For the purposes of coverage provided by this endorsement, **Section II - Limit of Insurance and Deductible** are amended to include the following:

- A. The most we will pay in any one loss is the lesser of:
 - 1. 10% of the applicable Limit of Insurance; or
 - 2. \$10,000.
- B. Under this coverage, the most we will pay for all claims or loss which occurs at any one location during the policy period is \$10,000. If this policy is written for a term of more than one year, we will apply this limit separately to each consecutive year of the policy period.
- C. We will not pay:
 - 1. The cost to repair, replace or restore property damaged or destroyed by extraction of pollutants; or
 - 2. The cost to extract **pollutants** from land or water:
 - a. At any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - b. At any location if the **pollutants** are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location; or
 - c. At any location if the **pollutants** arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

III. New Exclusions

For the purposes of coverage provided by this endorsement, **Section III - Exclusions** is amended to include the following:

A. Ordinance or Law

We will not pay for loss, damage or expense caused directly or indirectly by or resulting from the enforcement of any ordinance or law:

- 1. Regulating the use or repair of any property; or
- 2. Requiring the tearing down or removal of any property, including the cost of removing its debris.

B. **Pollutants**

We will not pay for any loss, damage or expense caused directly or indirectly by or resulting from the release, discharge or dispersal of **pollutants** unless the loss or damage to **covered property** arises from the release, discharge or dispersal caused by one of the perils listed below:

1. Fire or lighting;
2. Explosion;
3. Aircraft or vehicles;
4. Windstorm or hail;
5. Riot or civil commotion;
6. Leakage from fire extinguishing equipment;
7. Volcanic action;
8. Vandalism or malicious mischief; or
9. Collision, upset or overturn of a transporting vehicle, which results in the release, discharge or dispersal of pollutants.

IV. **New Definitions**

For the purposes of coverage provided by this endorsement, **Section VI - Definitions** is amended to include the following:

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- V. All other terms and conditions remain unchanged.

CRIME

IL 70 05 02 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Policy - Additional Condition - IL 70 05 02 96

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**American Business Coverage
Commercial General Liability
Automobile
Crime
Inland Marine
Farm Property
Farm Liability**

You and we agree to add this condition to the policy:

Two or More Policies Issued By Us

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
 - a. has been exhausted; or
 - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

CRIME COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific location(s) as displayed on the Common Policy Declarations.

Commercial Crime Coverage Form (Loss Sustained Form) (CR 00 21 05 06)

Coverage Description	Limit of Insurance	Deductible
Employee Theft	\$ Refer to Memorandum	\$ Refer to Memorandum
Forgery or Alteration	\$ Refer to Memorandum	\$ Refer to Memorandum
Inside the Premises - Theft of Money and Securities	\$ Refer to Memorandum	\$ Refer to Memorandum
Inside the Premises - Robbery or Safe Burglary of Other Property	\$ Refer to Memorandum	\$ Refer to Memorandum
Outside the Premises	\$ Refer to Memorandum	\$ Refer to Memorandum

Coverage Basis			
Primary	Excess	Coindemnity	Concurrent
Yes	No	No	No

Employee Benefit Plan(s)	
Employee Benefit Plan(s) Included As Insureds	Name of Employee Benefit Plan(s)
No	

Endorsements

Crime Coverage Supplemental (001)

COVERAGE FORM	LIMITS OF INSURANCE	DEDUCTIBLE
Employee Dishonesty	*	**
Forgery or Alteration	*	**
Inside the Premises		
= Theft of Money & Securities	*	**
- Robbery or Safe Burglary of Other Property	*	**
Outside the Premises	*	**

* Coverage provided for each Member per the terms and conditions reflected on the Memorandum of Insurance issued to such Member.

** Per the applicable Memorandum of Insurance.

National Alliance of Special Event Planners Supplemental (ENTMA 011 10 20)

COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.1., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons. For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises - Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises - Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

7. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise;
- except when covered under Insuring Agreement **A.1**.

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance;
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2**.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. Insuring Agreement **A.1.** does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements **A.3.**, **A.4.** and **A.5.** do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

- (2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
- (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement A.7. does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

The following Conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Consolidation - Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

f. Employee Benefit Plans

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:
We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
 - (a) Sustained by two or more Plans; or
 - (b) Of commingled "funds" or "other property" of two or more Plans;resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.
- (6) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

(3) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this Condition E.1.k.:

EXAMPLE NO. 1:

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2:

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible= \$165,000, which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit- \$125,000 paid under Policy **A**= \$25,000).

The most we will pay for this loss is

\$150,000. **EXAMPLE NO. 3:**

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible= \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D**, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

I Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and

- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this Condition:
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
 - (a) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
 - (a) If loss covered under this Condition is also partially covered under Condition E.1.k., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E.1.k.
 - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i) This insurance as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;
 whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

n. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

q. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. Valuation - Settlement

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

- (a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:
 - (i) At face value in the "money" issued by that country; or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".
- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
 - (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - ii. The Limit of Insurance applicable to the "securities".
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Insurance applicable to the lost or damaged property;

With regard to Paragraphs s.(1)(c)(i) through s.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

(a) In the "money" of the country in which the loss or damage occurred; or

(b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred, determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(3) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you;

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.q. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.2.

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
5. "Employee":
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in Paragraph **a.(1)**, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

- (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
 - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
 - (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
 - (8) Any of your "managers", directors or trustees while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean:
- Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.
6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
 7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
 8. "Fraudulent instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Insuring Agreement A.2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
 9. "Funds" means "money" and "securities".
 10. "Manager" means a person serving in a directorial capacity for a limited liability company.
 11. "Member" means an owner of a limited liability company represented by its membership interest who also may serve as a "manager".
 12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
 13. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 14. "Occurrence" means:
 - a. Under Insuring Agreement A.1.:
 - (1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

b. Under Insuring Agreement A.2.:

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

c. Under All Other Insuring Agreements:

(1) An individual act or event;

(2) The combined total of all separate acts or events whether or not related; or

(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
18. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
21. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "funds":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

Policyholder Message - Silica Particles Exclusion - 386396 05 04

THIS MESSAGE IS INTENDED TO ALERT YOU OF CHANGES TO YOUR POLICY. THIS MESSAGE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY OR ANY ENDORSEMENT TO YOUR POLICY. PLEASE REVIEW YOUR POLICY AND THE ENDORSEMENTS FOR COMPLETE COVERAGE INFORMATION.

Silica Particles Exclusion

Your policy contains a silica particles exclusion.

If you have any questions, please contact your Allianz Global Risks US Companies® insurance representative.

Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

PROCEDURES FOR REPORTING CLAIMS

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

Allianz Global Corporate & Specialty

Phone Number: 1-888-347-3428

or

Fax Number: 1-800-511-3720

Please fill out the online claim reporting form which is available at www.agcs.allianz.com/usclaims or send an email to CIFNOL@ffic.com. For assistance contact your agent or broker.

Policyholder Message - 386636 03 21

Important Information for Policyholders

If you have questions about your policy, please contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy listed on your Declarations page at the following address:

Allianz Global Risks US Insurance Company
225 W. Washington Street, Suite 1800
Chicago, IL 60606-3484

Toll Free Telephone: 1-(888) 466-7883

Website: <https://www.agcs.allianz.com/global-offices/united-states.html>

Email address for First Notice of Loss: NewLoss@agcs.allianz.com

Toll Free Number for Claims First Notice of Loss: 1-(800) 347-3428

Toll Free Number for Existing Claims: 1-(800) 870-8857

The information above supersedes any other Company contact information you may have received with your policy.

California Policyholder Message

Important Information for California Policyholders

If you ever have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy at the following address:

Corporate Consumer Affairs
Allianz Global Risks US Insurance Company
225 W. Washington Street Suite 1800
Chicago, IL 60606
Phone: 1-888-466-7883

If you have been unable to obtain satisfaction from either the agent or the company, you may contact the California Department of Insurance at the following address:

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

Phone: 1-800-927-4357 (calling within California)
1-213-897-8921 (calling outside California)
1-800-482-4833 (TDD-Telecommunication Devices for the Deaf)

The Department of Insurance should be contacted only after the contacts with the agent and the company have failed to produce a satisfactory solution to your problem.

Cross-Product Endorsements

**(See Forms Schedule on Common
Declarations for applicability)**

Economic or Trade Sanctions Compliance - 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2 As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Silica Particles Exclusion - California - 145917CA 03 19

Policy Amendment

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage
Liquor Liability Coverage
Owners and Contractors Protective Liability Coverage
Pollution Liability Coverage
Products/Completed Operations Liability Coverage
Railroad Protective Liability Coverage
Underground Storage Tank Liability Coverage
Farm Liability Coverage
American Business Coverage (Section II)
Garage Coverage (Section II)

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, **Silica**.

As used in this exclusion, the term **Silica** includes, but is not limited to, the actual or threatened exposure to, inhalation of or contact with, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

Policyholder Message - 385541 03 12

Arizona Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection/Rejection

Named Insured: Refer to Memorandum **Policy Number:** Refer to Memorandum

Arizona law permits you to make certain decisions regarding **UN** insured Motorists Coverage and **UNDER** insured Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding **UN** insured Motorists Coverage or **UNDER** insured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages your policy provides.

DO NOT SIGN UNTIL YOU READ

You have a legal right to purchase **both UN** insured and **UNDER** insured Motorist coverages with the proposed automobile liability policy. **THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.**

UN insured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. **UNDER** insured motorist coverage provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. Your policy provides **UN** insured/**UNDER** insured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both **UN** insured Motorist coverage and **UNDER** insured Motorist coverage in any amount from \$30,000 single limit up to your policy's bodily injury liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage limits for Bodily Injury.

A. Mandatory Offer Of UNinsured Motorists Coverage

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. Selection Of UNinsured Motorists Coverage

Premium

(Initials)

\$ (See chart)

_____ **I select UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.**

Premium Tables

Combined Single Limit	Private Passenger Types		Other than Private Passenger Types	
	Individuals or Married Couple	Other than Individual or Married Couple	Individuals or Married Couple	Other than Individual or Married Couple
\$ 30,000	\$ 18	\$ 15	\$ 13	\$ 15
40,000	19	17	14	16
50,000	21	19	15	17
100,000	25	23	19	21
200,000	30	28	23	25
250,000	32	30	24	26
300,000	33	31	25	27
350,000	34	32	26	28
500,000	36	34	28	30
1,000,000	40	38	31	33

2 Rejection Of UNinsured Motorist Coverage

(Initials)

_____ I reject UNinsured Motorists Coverage.

3 Rejection Of UNinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

(Initials)

_____ I reject UN insured Motorists Coverage at limits equal to the limits of my Liability and I select the following lower limit:
Coverage

Premium Tables

(Choose one): Combined Single Limit	Private Passenger Types		Other than Private Passenger Types	
	Individuals or Married Couple	Other than Individual or Married Couple	Individuals or Married Couple	Other than Individual or Married Couple
(Initials) _____ \$ 30,000	\$ 18	\$ 15	\$ 13	\$ 15
_____ 40,000	19	17	14	16
_____ 50,000	21	19	15	17
_____ 100,000	25	23	19	21
_____ 200,000	30	28	23	25
_____ 250,000	32	30	24	26
_____ 300,000	33	31	25	27
_____ 350,000	34	32	26	28
_____ 500,000	36	34	28	30
_____ 1,000,000	40	38	31	33

(Other)

B. Mandatory Offer Of UNDERinsured Motorists Coverage

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. Selection Of UNDERinsured Motorists Coverage

Premium

(Initials)

_____ limits of my Liability Coverage.
_____ I select UNDERinsured Motorists Coverage at limits equal to the

\$ (See chart)

Premium Tables

Combined Single Limit	Private Passenger Types	Other than Private Passenger Types
\$ 30,000	\$ 16	\$ 10
40,000	20	13
50,000	24	15
100,000	39	25
200,000	61	40
250,000	68	44
300,000	74	48
350,000	79	51
500,000	91	59
1,000,000	104	74

2 Rejection Of UNDERinsured Motorist Coverage

(Initials)

_____ I reject UNDERinsured Motorists Coverage.

3 Rejection Of UNDERinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

(Initials)

_____ I reject UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limit:

(Choose one): Combined

Premium Tables

Single Limit	Private Passenger Types	Other than Private Passenger Types
(Initials) \$ 30,000	\$ 16	\$ 10
_____ 40,000	20	13
_____ 50,000	24	15
_____ 100,000	39	25
_____ 200,000	61	40
_____ 250,000	68	44
_____ 300,000	74	48
_____ 350,000	79	51
_____ 500,000	91	59
_____ 1,000,000	104	74

(Other)

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy that are issued at the same Bodily Injury Liability Limits. If I decide to select another option at some future time, I must let the Company know in writing.

DO NOT SIGN UNTIL YOU READ

Signed: _____

(Named Insured)

Date

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA 21391013**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

CI Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
We will not pay for any element of "loss" for which an "insured" is entitled to receive payment under any workers' compensation, disability benefits or similar law.

CI Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.

4. **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following: If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

5. The following conditions are added:

a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Time Limitation

- (1) We will not be liable for uninsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an uninsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury". However, the "insured" may make an uninsured motorists coverage claim within three years after the earliest of the following:
 - (a) The date the "insured" knew that the tortfeasor was uninsured.
 - (b) The date the "insured" knows or should have known that coverage was denied by the tortfeasor's insurer.
 - (c) The date the "insured" knows or should have known of the insolvency of the tortfeasor's insurer.
- (2) If we and the "insured" do not settle a claim for uninsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for uninsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
 - (a) Files a lawsuit against us for uninsured motorists coverage benefits under this Coverage Form; or
 - (b) Requests arbitration pursuant to the provisions of this Coverage Form.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-4009 of the Arizona Revised Statutes;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the "insured's" representation of the "accident".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA 214010 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

CI. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
3. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

CI. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to Underinsured Motorists Coverage.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following: **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

5. The following conditions are added:

a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Time Limitation

- (1) We will not be liable for underinsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an underinsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury", and the "insured" has either made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within the time limits prescribed by Section 12-542 of the Arizona Revised Statutes or within the corresponding limitation period provided under the law of the location where the "accident" occurred. However, the "insured" may make an underinsured motorists coverage claim within three years after the date the "insured" knows or should have known that the tortfeasor has insufficient liability insurance to cover the "insured's" injuries.
- (2) If we and the "insured" do not settle a claim for underinsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for underinsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
- (a) Files a lawsuit against us for underinsured motorists coverage benefits under this Coverage Form; or
 - (b) Requests arbitration pursuant to the provisions of this Coverage Form.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

**Vermont Bodily Injury Uninsured Motorists Coverage Selection -
385922 0410**

Named Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Vermont law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident.

If your Bodily Injury Liability Coverage limits exceed a combined single limit of \$100,000 for each accident, Bodily Injury Uninsured Motorists Coverage will be provided at limits equal to your Combined Single Limit for Liability Coverage, unless you select limits that are lower than your Combined Single Limit for Liability Coverage. However, you may not select Bodily Injury Uninsured Motorists Coverage less than a combined single limit of \$100,000 for each accident.

If you would like to reject Bodily Injury Uninsured Motorists Coverage equal to your Combined Single Limit for Liability Coverage and select lower limits, please indicate your choice by initialing and signing below:

_____ **I REJECT Bodily Injury Uninsured Motorists Coverage equal to my Combined
(Initial) Single Limit for Liability Coverage and select the following lower limits(s).**

<p>(Choose one:) Initials</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Combined Single Limit</p> <p>\$ 100,000</p> <p>200,000</p> <p>250,000</p> <p>300,000</p> <p>350,000</p> <p>500,000</p> <p>1,000,000</p> <p>(other)</p>
---	--

Signature of Applicant/Named Insured

Date

Signature of Applicant/Named Insured

Date

Signature of Applicant/Named Insured

Date

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA 21631016**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum Endorsement
Effective Date: Refer to Memorandum

SCHEDULE

Limit Of Insurance		
Bodily Injury:	\$	Each "Accident"
Property Damage:	\$10,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - d. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled by the "insured" or any legal representative of the "insured" with the owner or driver of an "uninsured motor vehicle" without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Damage to:
 - a. Any vehicle; or
 - b. Any property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto".
5. The first \$150 of the amount of each claim for "property damage" sustained by an "insured" in any one "accident". This deductible applies only to direct physical damage to:
 - a. A covered "auto"; or
 - b. The property of an "insured".

However, this exclusion does not apply if there is valid and collectible "auto" physical damage coverage applicable to that damage under this or any other policy.
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage, including any physical damage coverage under this Policy.
8. Punitive or exemplary damages.

9. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
 - a. For "bodily injury" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations; and
 - b. For "property damage" is \$10,000 per claim.
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

D. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
 - c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.
1. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

If the "insured" settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply.
5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but:
 - (1) That sum is less than the sum of the limits of this coverage applicable to the "insured"; or
 - (2) The available liability insurance has been reduced by payments to others injured in the "accident" to an amount which is less than the limits of this coverage applicable to the "insured";
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent within one year of the date of the "accident"; or

- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:
- (1) Hit an "insured", a covered "auto", a vehicle an "insured" is "occupying" or the property of an "insured"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

STATE OF LOUISIANA

This form may not be altered or modified.

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE FORM - 386032 09 08

Uninsured/Underinsured Motorists Bodily Injury Coverage, referred to as "**UMBI**" in this form, is insurance that pays persons insured by your policy who are injured in an accident caused by an owner or operator of an uninsured or underinsured motor vehicle. Depending on the coverage purchased, UMBI Coverage can provide compensation for both economic and non-economic losses.

Economic losses are those that can be measured in specific monetary terms including but not limited to medical costs, funeral expenses, lost wages, and out of pocket expenses.

Non-economic losses are losses other than economic losses and include but are not limited to pain, suffering, in-convenience, mental anguish and other non-economic damages otherwise recoverable under the laws of this states.

By law, your policy will include UMBI Coverage at the same limits as your Bodily Injury Liability Coverage unless you request otherwise. If you wish to reject UMBI Coverage, select lower limits of UMBI Coverage, or select Economic-Only UMBI Coverage, you must complete this form and return it to your insurance agent or insurance company. (Economic-Only UMBI Coverage may not be available from your insurance company. In this case, your company will have marked options 2 and 3 below as "Not Available.")

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

You may select one of the following UMBI Coverage options (initial only one option):

1. -----
initials **I select UMBI Coverage** which provides compensation for economic and non-economic losses **with limits lower** than the Bodily Injury Liability Coverage limits indicated on the policy:

 \$ _____ each person **OR** \$ _____ each accident/occurrence
2. -----
initials \$ _____ each accident/occurrence
I select Economic-Only UMBI Coverage, which provides compensation for economic losses **with the same limits** as the Bodily Injury Liability Coverage limits indicated on the policy:
3. -----
initials **I select Economic-Only UMBI Coverage**, which provides compensation for economic losses **with limits lower** than the Bodily Injury Liability Coverage limits indicated on the policy: \$ _____ each person **OR** \$ _____ each accident/occurrence
 \$ _____ each accident/occurrence
4. _____
initials **I do not want UMBI Coverage.** I understand that I **will not be compensated through UMBI coverage** for losses arising from an accident caused by an uninsured/underinsured motorist.

SIGNATURE

The choice indicated and initialed on this form will apply to all persons and/or entities insured under this policy. This choice shall apply to the motor vehicles described in this policy and to any replacement vehicles, to all renewals of this policy, and to all reinstatement, substitute or amended policies until a written request is made for a change to the Bodily Injury Liability Limits, the UMBI Limits or UMBI Coverage.

Insured:

Policy Number:

Producer:

Effective Date:

Signature of a Named Insured or Legal Representative

Print Name

Date

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA 21481013**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA UNINSURED MOTORISTS COVERAGE - BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Louisiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payments of judgments or settlements.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - d. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

C. Exclusions

This insurance does not apply to:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by an "insured" while "occupying" or struck by any vehicle owned by that "insured" that is not a covered "auto".
3. Punitive or exemplary damages.
4. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Cl. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

Cl. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable similar insurance, we will pay only our share of the loss. Our share is the proportion that our limit of insurance bears to the total of all applicable limits. However, with respect to "bodily injury" sustained by an "insured":
 - a. While "occupying" a vehicle owned by that person or while not "occupying" any vehicle, the maximum recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy.
 - b. While "occupying" a vehicle not owned by that person, the following priorities of recovery will apply:
 - (1) The uninsured motorists coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident" will be primary.

(2) If the primary insurance is exhausted, any excess recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy. In no instance will more than one uninsured motorists coverage limit be available as excess insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** does not apply to vehicles described in **Paragraph b.** of the definition of "uninsured motor vehicle".
2. The following conditions is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, arbitration will take place only if we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the parish in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bonds or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. Which is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or "trailer" to which a liability bond or policy affording coverage for "bodily injury" applies at the time of the accident, but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without any actual physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must show, by an independent and disinterested witness, that the "bodily injury" resulted from the actions of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency; or
- b. Designed for use mainly off public roads while not on public roads.

Policyholder Message - 385522 07 17

Indiana Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection/Rejection

Named Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Indiana law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage and Underinsured Motorists Coverage

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident.

Bodily Injury Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Unless rejected, your policy will afford:

1. Bodily Injury Uninsured Motorists Coverage at limits equal to your Combined Single Limit for Liability Coverage.
2. Bodily Injury Underinsured Motorists Coverage at limits equal to your Combined Single Limit for Liability Coverage.

If you purchase Bodily Injury Uninsured Motorists Coverage then you may also purchase Property Damage Uninsured Motorists Coverage, or you may reject such coverage.

Please indicate your choices in Sections I. AND II. as follows:

I Uninsured Motorists Coverage

Please indicate your choice from either A., B. or C. as follows:

A. Selection of Bodily Injury and Property Damage Uninsured Motorists Coverage

By initialing and signing below, you are selecting Bodily Injury AND Property Damage Uninsured Motorists Coverage.

Please indicate your choice by initialing next to the appropriate item in 1. and signing where indicated.

1. Combined Single

Limit (Initials)

_____ I select **Bodily Injury and Property Damage Uninsured Motorists Coverage** at a limit equal to my **Combined Single Limit for Liability Coverage**.

Signature of Applicant/Named Insured _____ **Date** ____ _

OR

B. Rejection of Property Damage Uninsured Motorists Coverage and Selection of ONLY Bodily Injury Uninsured Motorists Coverage

By initialing and signing below, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

(Initials)

_____ I reject **Property Damage Uninsured Motorists Coverage** and select **ONLY Bodily Injury Uninsured Motorists Coverage** at limits equal to my **Combined Single Limit for Liability Coverage**.

Signature of Applicant/Named Insured _____ **Date** ____ _

OR

C. Rejection of BOTH Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage and their entirety.

(Initials)

_____ I reject **Both Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage** and select **ONLY Bodily Injury**.

Signature of Applicant/Named Insured _____ **Date** ____ _

II. Underinsured Motorists Coverage

Please indicate your choice in Section A. or B.:

A. Selection of Bodily Injury Uninsured Motorists Coverage

By initialing and signing below, you are selecting Bodily Injury Underinsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item in 1. and signing where indicated.

1. Combined Single Limit

(Initials)

_____ I select **Bodily Injury Underinsured Motorists Coverage** at a limit equal to my **Combined Single Limit for Liability Coverage**.

Signature of Applicant/Named Insured _____ **Date** ____ _

OR

B. Rejection of Bodily Injury Underinsured Motorists Coverage

By initialing and signing below, you are rejecting Bodily Injury Underinsured Motorists Coverage in connection with your automobile liability policy in its entirety.

(Initials)

_____ I reject **Bodily Injury Underinsured Motorists Coverage**.

Signature of Applicant/Named Insured _____

Date _____

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA21441215**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

SCHEDULE

"Bodily Injury":	\$	Each "Accident"
"Bodily Injury" And "Property Damage":	\$	Each "Accident"
Section C - Exclusions applies in its entirety unless an "X" is entered below:		
<input type="checkbox"/> If an "X" is entered in this box, Exclusion 8. does not apply.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:
 - a. "Bodily injury" sustained by the "insured" and caused by an "accident" with an "uninsured motor vehicle"; or
 - b. "Property damage" caused by an "accident" with an "uninsured motor vehicle" if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Insurance apply.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" if sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
6. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".
9. "Property damage" caused by a hit-and-run vehicle.
10. Punitive or exemplary damages.
11. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
12. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
However, Exclusion C.12. does not apply to an "insured" under 18 years of age.

Cl Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.
5. No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

E Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

First Priority	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any other Coverage Form or policy affording Uninsured Motorists Coverage to the "insured".

- a. The Limit of Insurance under the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted.
 - b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
 - c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.
2. **The Legal Action Against Us** provision is replaced by the following:
Legal Action Against Us
 - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
 - b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **2.b.** does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.
 3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
 - a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
 - b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
 - (1) The Indiana Guaranty Fund; or
 - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - (1) Whether the "insured" is legally entitled to recover damages; and
 - (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- 4. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the Policy.
- 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes "bodily injury" to an "insured" by hitting the "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: REFER TO MEMORANDUM

**COMMERCIAL AUTO
CA21300115**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Refer to Memorandum
Endorsement Effective Date: Refer to Memorandum

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage:
 - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
 - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
 - c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

 - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
 - b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.
4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.
5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:
 - (1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
 - (2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.
- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:
 - (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or
 - (2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

**COMMERCIAL GENERAL LIABILITY
CG 32 34 01 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:
Spouse or registered domestic partner under California law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
 - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

C. The following is added and supersedes any provisions to the contrary:

Non renewal

- 1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
 - b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.
However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:
 - (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
 - (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; andthe Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
 - c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
 - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
 - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following are added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.
 2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b. The other provides coverage to a person not engaged in that business; and
 - c. At the time of an "accident", an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.
 3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b. The other provides coverage to a person other than as described in Paragraph 3.a.; and
 - c. At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.
 4. Notwithstanding Paragraph A.3., when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:
 - a. One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and

- b. The other provides coverage to a Named Insured not engaged in that business; and
- c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph 4.a., then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph 4.b. is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

B. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

1. Used or maintained for the transportation of persons for hire, compensation or profit;
2. Designed, used or maintained primarily for the transportation of property; or
3. Leased for a period of six months or more.

Detrimental Code Exclusion - 145901 01 02

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part

Property-Gard Select Real and Personal Property Coverage Section

Commercial Inland Marine Coverage Part

Commercial Crime Coverage Part

Standard Property Policy

All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **detrimental code**, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.
3. This exclusion applies regardless of who introduced the **detrimental code**, even if the **detrimental code** was introduced by your employees.

Definition:

Detrimental code means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

AMENDATORY ENDORSEMENT - CALIFORNIA - 8601 CA 01 10

1. In all coverage forms, Actual Cash Value, if applicable, is amended to include the following:
 - a. The actual cash value of covered property will be determined as:
 - 1) the amount it would cost to repair, rebuild, or replace the lost, damaged, or destroyed property less a fair and reasonable deduction for physical depreciation; or
 - 2) the limit applicable to that property at the time of the loss.whichever is less.
 - b. The condition of the property at the time of the loss is the basis for determining the amount of physical depreciation. The expense of labor necessary to repair, rebuild, or replace covered property is not a component of physical depreciation.
 - c. a. and b. above do not apply to property subject to Agreed Amount valuation terms or an item of property specifically scheduled with a value applicable to such item.
2. Under Loss Conditions, F. Other Insurance is deleted and replaced by the following:

F. Other Insurance

You may have another policy covering identical risks, whether or not both policies are subject to the same terms, such insurers are liable to make loss payment as described below. In the event you have double insurance, and incur:

 - a. a total or constructive total loss, we will pay our share of the covered loss if that policy has the same effective date as this policy. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis. However, if there is a total or constructive loss and that policy has an effective date other than the effective date on this policy, we will pay according to the effective dates on the policies. This policy will be primary to any policy with an effective date after the effective date of this policy. This policy will be excess over any policy with an effective date before the effective date of this policy.
 - b. a partial loss, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

With respect to an "open policy", the following are added to any provision which uses the term actual cash value:

- A.** In the event of a total loss to a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The Limit of Insurance applicable to that building or structure; or
 - 2. The fair market value of the building or structure.
- B.** In the event of a partial loss to a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss; or
 - 2. The Limit of Insurance applicable to the property.
- C.** In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as the lesser of the following:
 - 1. The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
 - 2. The Limit of Insurance applicable to the property.
- D.** An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM -
ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART- MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT
COVERAGE FORM STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by fire:
We do not provide coverage to the insured ("insured") who, whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
 2. The Covered Property;
 3. That insured's ("insured's") interest in the Covered Property; or
 4. A claim under this Coverage Part or Coverage Form.
- C.** The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by a Covered Cause of Loss other than fire:
This Coverage Part is void if any insured ("insured"), whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
 2. The Covered Property;
 3. An insured's ("insured's") interest in the Covered Property; or
 4. A claim under this Coverage Part or Coverage Form.
- D.** Except as provided in **E.**, the **Appraisal** Condition is replaced by the following:
If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written re-request for an appraisal of the loss ("loss"). If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.
- E.** The Appraisal Condition in:
1. Business Income (And Extra Expense) Coverage Form **CP 00 30**; and
 2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**;

is replaced by the following:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - ESCROW AGENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY

A. The definition of "employee" is amended to include:

1. Any officer, director or employee who is not compensated while performing acts within the scope of the usual duties of an "employee";
2. Any member of any of your committees duly elected or appointed to examine or audit or have custody of your property;
3. The Commissioner of Corporations, State of California, during the time the Commissioner, including his or her authorized representative, has possession of your property and business as provided in Chapter 6 (commencing with Section 17621 of Division 6 of the Financial Code); and
4. Any independent contractor working in any of your "premises" while performing escrow duties in your service, and whose performance in such service you have a right to govern and direct, but whom you compensate by other than salary or wages.

B. The following is added to the **Cancellation Of Policy** Condition:

No cancellation of this policy, whether at your request or our request, shall take effect prior to the expiration of 30 days after written notice of such cancellation has been filed with the Commissioner of Corporations, State of California.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY - CALIFORNIA

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY

1. The following Condition is added to Section E. **Conditions:**

CHANGE IN CONTROL - NOTICE TO US

- a. When you learn of a change in control, you shall give us written notice as soon as possible, but not to exceed 60 days from the date of such change in control.
- b. As used in this Condition, control means the power to determine the management or policy of the Insured or of a controlling holding company by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 10% of such stock shall be presumed to result in a change of control for the purpose of the required notice.
- c. Failure to give the required notice shall result in cancellation of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.
- d. A change in ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of the voting stock of the first Named Insured shall cause this coverage form/policy to be cancelled as set forth in Paragraphs 2., 3. and 4.

2. Under the Commercial Crime Coverage Form, the following Condition is added to Section E. **Conditions:**
CANCELLATION OF COVERAGE

If the first Named Insured is acquired by another entity:

- a. Insuring Agreements 1. and 2. are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this coverage form.

Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

3. Under the Commercial Crime Policy, the following is added to Paragraph (2) of the **Cancellation Of Policy Condition E.1.b.:**

If the first Named Insured is acquired by another entity:

- a. Insuring Agreements 1. and 2. are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this policy.

Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

4. Under the Employee Theft And Forgery Policy, the following is added to Paragraph (2) of the **Cancellation Of Policy Condition E.1.b.:**

This policy is cancelled immediately upon the effective date of the first Named Insured being acquired by another entity. Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

5. Paragraph (1) of the **Joint Insured** Condition is replaced by the following:

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this coverage form/policy.

Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) 145927 0115

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended ("**certified acts of terrorism**"). The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 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 that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility of Additional or Return Premium

The premium for **certified acts of terrorism** coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for **certified acts of terrorism**, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for **certified acts of terrorism** will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by the Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for **certified acts of terrorism** from the effective date of your policy to the date of expiration or change of the federal program.
2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.

3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
 - a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
 - b. If the revised annual premium determined above is a return premium, we will refund this amount to you.

All other terms and conditions of the policy remain unchanged.

Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, 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.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT 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 THE 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 THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S 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 EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for **certified acts of terrorism**, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Global Risks US Companies.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz Global Risks US Companies** as named in the policy.

Allianz Commercial - United States

Privacy and Security Statement

This Privacy Statement describes how Allianz Global Risk U.S. and its subsidiaries (“Allianz Commercial”, “we”, “our”, “us”), collects, uses, and safeguards information that identifies, describes, or is reasonably capable of being associated with you (your “personal information”) when you visit our websites, utilize our mobile applications (our “Sites”), or purchase any of our products or services (the “Services”). This Privacy Statement does not apply to any sites, applications, or services that are not directly offered by Allianz Commercial, even if you access such sites, applications, or services via our Services.

Personal Information We Collect

Allianz Commercial lawfully collects your personal information for the purpose of running our business. Personal information does not include publicly available information, such as information we reasonably believe you have made available to the general public or is otherwise not restricted to a specific audience, nor does it include deidentified or aggregated information. Due to the nature of our business, some personal information we collect is considered sensitive personal information under law, such as social security numbers, driver's license and passport numbers, account numbers and credentials, or health information.

Categories of Information Collected	Types of Information Collected
Contact information and other identifiers	Name, address, email address, phone number, driver's license number, social security number, or other government-issued identifiers.
Customer records, account information	Information you provide to obtain insurance or register an account on our website or mobile app, such as email address, user IDs, and passwords used on your account.
Policy or claims information	Information about the type of policy or coverage you have or information provided in the course of filing a claim, which may include sensitive personal information such as medical or health information.
Commercial information	Information about your transactions with us, including payment information, information you communicate to us via the Site or through our customer service center, or any other information you provide to the company.
Employment-Related Information	Employment history, qualifications, licensing, and disciplinary record.

Sources of Personal Information We Collect

We collect personal information from the following sources:

- information you provide directly (most common);
- information obtained from third parties, such as insurance agents or brokers, or service providers, such as credit reporting bureaus, third party administrators, etc.;
- information from our corporate policyholders, which may include information about their employees.

How We Use Personal Information

We use personal information we collect for the following purposes:

- to provide you with products and services;
- to communicate with you about your coverage or claim;
- to market or advertise products that may be of interest to you;
- to evaluate and improve our products and services;
- to inform analytics modeling to support our business;
- to prevent fraud and enhance security;
- to operate our business, meet legal or regulatory requirements, or other operational and business purposes.

How We Disclose Personal Information

Allianz Commercial has disclosed the following categories of personal information in the preceding 12 months: Contact information and other identifiers; customer records, account information; policy or claims information; commercial information; technical and other electronic data such as IP address or device ID; and employment-related information.

Allianz Commercial does not disclose personal or sensitive personal information about current or former customers to third parties, except as required or permitted by law for business purposes. We may disclose personal information we collect to the following third parties:

- Agents and brokers to allow them to perform their normal insurance related services for you;
- Consumer reporting agencies to determine eligibility for coverage or to process your requested transaction;
- Third parties that help us carry out our insurance operations, including fraud detection and actuarial research;
- Third parties whose only use of the information will be in connection with the marketing of a product or service, and which have agreed not to further use or disclose that information except in connection with the marketing of a product or service;
- Medical professionals and other advisors or consultants for the purpose of, and only to the extent necessary for, verifying insurance coverage or benefits or conducting operations or services audit;
- Insurance regulatory authorities;
- Law enforcement, the judiciary, or other government regulatory authority as required by law;
- Affiliates in connection with an audit of our or your agent's operations, or the marketing of an insurance product or service, provided the affiliate agrees not to disclose the information for any other purpose ;
- Group policyholders for the purpose of reporting claims experience or conducting an audit of our or your agent's operations.

We require nonaffiliated third parties to whom we legally provide your personal information to take appropriate measures to protect such data and impose contractual obligations on service providers, contractors, and third parties to that end. We make every effort to use vendors whose approach to consumer privacy reflects our own.

California privacy laws define a "sale" of personal information as disclosing or making available personal information to a third-party in exchange for monetary or other valuable consideration, and "sharing" personal information as disclosing or making available personal information to a third-party for purposes of cross-contextual behavioral advertising.

While we do not sell your personal information to third parties, we do share personal information collected when you visit our website, such as online identifiers and usage data, with third parties for advertising purposes. We do not sell or share "sensitive personal information," nor do we knowingly sell or share any personal information about individuals under sixteen (16) years old.

Your Rights Regarding Your Personal or Sensitive Personal Information

Depending on your state of residence, you may have a number of rights with respect to your personal information, which you may exercise with us free of charge. They include:

- **Right to delete your personal or sensitive personal information.** Subject to certain exceptions (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement), you have the right to request that we delete personal information that we have collected about you from our records. If we are unable or not required to delete it, we will let you know why.
- **Right to request correction of your personal or sensitive personal information.** You have the right to request that we correct or amend any inaccurate personal information you believe we maintain about you. We will investigate and use commercially reasonable efforts to correct inaccurate information.
- **Right to know and access personal information we collect about you.** You have the right to request from us (no more than twice per year and in accordance with applicable legal exceptions) information about the personal information we have collected about you, including sensitive personal information. Once we verify your request, we will deliver a copy of your personal or sensitive personal information to you by mail or electronically in a readily useable format (if possible) free of charge.
- **Right to limit our use and disclosure of your sensitive personal information.** You have the right to limit the use and disclosure of your sensitive personal information only to uses that are necessary for us to conduct our business. We already do not use sensitive personal information for any other purpose.
- **Right against retaliation or discrimination for exercising rights.** You have the right to not be retaliated against by us because you exercised any of your rights under law. We will not discriminate against you for exercising any of the rights described in this section.

If you or your authorized agent wish to make any of the above requests regarding your personal or sensitive personal information, please complete the Privacy Request Form and submit it to us via email at privacyrequests@agcs.allianz.com.

Alternatively, you may contact us via toll-free number 1-800-807-8810 and request that we send you a copy of the Privacy Request Form via postal mail. Be prepared to provide documentation of your full name and address, a description of what right you wish to exercise, and the information to which your request relates. You may mail the completed form to us at the address provided or scan and return via the email address listed above. Please note that once we have reviewed the information you have provided, we may need to contact you for additional information to process your request. This is so we may verify your identity in order to protect you and your personal information.

We will respond to your request within 30 days. Please be aware that you will not be given access to your information collected in connection with a claim or civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

We will confirm receipt of any of the above requests no later than 10 business days after receipt and will provide information about how we will process your request, our verification process, and when you should expect a response (except in circumstances where we have already granted or denied such request). We will respond to your request within 30 days if we are able to verify your identity.

Retention of Data

We will retain your personal information obtained through insurance transactions while you have an account with us or while we are providing insurance services to you. Thereafter we may retain such information for up to 10 years from the date the insurance policy or product expires, a claim has been settled, or the business relationship ends, unless a longer retention period is required or permitted by law.

Data Security

We use a variety of computer hardware and software tools to maintain physical, electronic, and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information only to those employees who need that information to provide products or services to you.

We also ensure that our websites are secure by employing firewalls, encryption technology, user authentication systems, and access control mechanisms to control access to the personal information that may be shared over these sites.

No Discrimination

We will not discriminate or retaliate against you if you choose to exercise any one or all of your rights. We will not (i) deny goods or services; (ii) charge different prices or rates for goods or services; (iii) provide a different level or quality of goods or services; or (iv) suggest that you will receive a different price or rate or a different level or quality of goods or services.

No Data of Children

This information is intended for general audiences and is not directed at children. We do not knowingly collect personal information (as defined by the U.S. Children's Privacy Protection Act, or "COPPA") from children. We will remove the personal information we inadvertently collect in accordance with COPPA.

Notification of Change

At Allianz Commercial, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will regularly review our privacy practices. If at some point in the future we revise our privacy practices that affect your personal or sensitive personal information, we will notify you prior to introducing any changes.

For More Information

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at nacorpcompliance@agcs.allianz.com or you can write to us at:

Allianz Global Risks US
Corporate Compliance Department
225 W. Washington Street, Suite 1800
Chicago, IL 60606

Allianz Commercial's Family of Companies

The following lists the issuing companies Allianz Commercial uses to issue insurance policies nationwide:

AGCS Marine Insurance Company
Allianz Global Risks US Insurance Company
Allianz Underwriters Insurance Company
American Automobile Insurance Company
Chicago Insurance Company
Fireman's Fund Insurance Company
Fireman's Fund Indemnity Corporation
Interstate Fire & Casualty Company
National Surety Corporation

We will ensure the most recent version of this Privacy and Security Statement is available on our website www.agcs.allianz.com.

This Privacy and Security Statement was last updated on 10/01/2023.

About Allianz

Your insurance company is part of the Allianz Group - an organization with a 125-year history of partnering with clients and delivering exceptional insurance products around the world.

Allianz is the world's largest property & casualty insurance company by revenue and has one of the strongest financial ratings of the leading global property & casualty insurers. The strength of its financial ratings and quality of its people make Allianz the insurer of choice for thousands of mid-size businesses and the majority of Global Fortune 500[®] companies.

Allianz is also ranked "one of the world's most admired companies" by Fortune and "one of the top 100 global brands" by Interbrand.

NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS, LLC MEMBERSHIP CERTIFICATE

This Certificate of Membership certifies that the person or entity named below is a member in good standing of the National Alliance of Special Event Planners, LLC and therefore, is granted access to the Resources and Benefits made available to the general membership by the Association at NASEP.ORG.

Date of Certification:

Member ID Number: Spencer Dominguez

Member Name: W224N2593 Springwo0d

Member Street Address: Waukesha , WI 53186

Authority granting this Certificate:

National Alliance of Special Event Planners, LLC

Executive Director

Access your benefits by signing up at <https://mynpp.com/association/nasep/>

BROKER OF RECORD MEMORANDUM

Date: 8/29/2024
Regarding: Designated Broker of Record

Applicant Name: Spencer Dominguez
Company Name: Spencer Dominguez
Mailing Address: W224N2593 Springwo0d
Waukesha , WI 53186

To Whom It May Concern:

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is hereby designated as our insurance Broker of Record, effective as of the date of this Broker of Record Memorandum, for the procurement and handling of our DJ/KJ/VJ Company insurance needs. This Broker of Record Memorandum supersedes any other outstanding Broker of Record letter or Broker Of Record designation you may have on file.

This Broker of Record is authorized by:
Spencer Dominguez