



Xcite Entertainment  
W224N2593 Springwo0d  
Waukesha , WI 53186

## Specialty Insurance Products

Insurance Policy Number: PEVD084899

**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, Inc. — We look forward to helping with your specialty insurance needs.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2021

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).

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

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/>		XPK80986655 PEVD084899	3/26/2021	3/26/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		XPK80986655 PEVD084899	3/26/2021	3/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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 \$

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

**CERTIFICATE HOLDER****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.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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## Applicant Information

First Name	Spencer
Last Name	Dominguez
DJ Business Name	Xcite Entertainment
How many gigs can your DJ company play at one time?	4
Address	W224N2593 Springwo0d
City	Waukesha
State	WI
Zip Code	53186
Phone	2623915774
E-mail Address	spencer@xciteentertainment.com
Website	https://xciteentertainment.com
Are the business services you provide primarily Disc Jockey (DJ) services?	Yes
How many DJs are in your company?	4
Do you provide photography/videography services?	No
Are you an ADJA member?	No
New or Renewal Business	I am renewing my existing policy
Business Location	Residence
How did you hear about us?	ADJA

## Coverages

Enter Effective Date	3/26/2021
Liability Limit	\$2,000,000/\$2,000,000
Property Damage Deductible	\$2,500
Have you had or reported any Liability losses within the last 5 years which may have been covered by this type of Liability insurance?	No
Total Owned Property/Equipment	15000
Total Rented Property/Equipment	1000
Total Business Media	800
Property Deductible	\$2,500
Have you had or reported any Gear/Equipment losses within the last 5 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
Crime Limit	No, I do not want to purchase this coverage.
Crime Deductible	Not Selected
Have you had or reported any Employee Crime losses within the last 5 years which may have been covered by this type of crime insurance?	Not Applicable
Are you aware of any circumstances, conditions, or claims which may give rise to a loss under this employee crime insurance?	Not Applicable
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
I understand and agree that by entering my name below, I am effectively signing this application for insurance.	Yes
First Name	Spencer



Last Name  
Accepted Date  
Expiration Date Policy is in force for 1 year

Dominguez  
3/25/2021  
3/26/2022

Additional Insureds

**NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC.  
COMMERCIAL PACKAGE POLICY**

**MEMORANDUM OF INSURANCE**

Master Policy Number: XPK80986655	Memorandum Number: PEVD084899
Issuing Company: <b>The American Insurance Company</b> 1465 N. McDowell Blvd Petaluma, California 94954 Nationwide Claims: 1-888-347-3428	National Program Administrator: <b>R.V. Nuccio &amp; Associates Insurance Brokers, Inc.</b> 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

**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 3/26/2021 12:01A.M. to Expiration Date 3/26/2022 12:01A.M. Standard Time at the Named Insured's address as stated above.

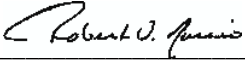
**III. BUSINESS TYPE**

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

**IV. COVERAGE PART**

LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
<b>A. INLAND MARINE COVERAGE PART</b>		
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>B. CRIME COVERAGE PART</b>		
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
<b>C. GENERAL AND AUTOMOBILE LIABILITY COVERAGE PART</b>		
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		\$ 339.66
<b>D. SUBTOTAL INLAND MARINE/CRIME/GENERAL AND AUTO LIABILITY PREMIUM</b>		
		\$ 475.52
	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
<b>E. TOTAL PREMIUM/STATE SURCHARGE/STATE GUARANTEE FUND</b>		
		<b>\$ 475.52</b>

Date Issued: 03/25/2021  
 Form Number: NASEPDJFFICUWS060112 A

By   
 Robert V. Nuccio Authorized Representative



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

03/25/2021

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 R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602 (800) 364-2433 Robert V. Nuccio		PHONE (A/C, No, Ext):	COMPANY The American Insurance Company 1465 N. McDowell Blvd Petaluma, California 94954	
FAX (A/C, No): (818) 980-1595		E-MAIL ADDRESS: Spencer@xciteentertainment.com		
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER XPK80986655
INSURED Xcite Entertainment W224N2593 Springwo0d Waukesha , WI 53186		EFFECTIVE DATE 3/26/2021	EXPIRATION DATE 3/26/2022	<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	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS					
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)


## 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	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE Robert V. Nuccio 			



Re: Policy Number: Refer to Memorandum  
Issuing Company: THE AMERICAN INSURANCE COMPANY

Thank you for choosing Allianz. Your commercial business insurance policy is enclosed. Please keep your policy in a secure place.

We're also writing to share exciting news about your commercial business insurance company - Fireman's Fund. Fireman's Fund is now part of Allianz Global Corporate & Specialty (Allianz). Uniting these two complementary businesses into one organization under the Allianz brand creates a strong business platform from which we can better serve our customers.

From a policyholder perspective, this does not represent a significant change. Fireman's Fund has been part of the Allianz Group since 1991. The biggest change is the brand name. As you can see on the enclosed package, you now see the Allianz brand more prominently than in the past. The Fireman's Fund name or one of its subsidiaries will continue to appear on your policy as the issuing company.

Here is a just a glimpse of why we are so proud to be part of the Allianz brand.

**Safety and stability** - Allianz Global Corporate & Specialty rated A+ by A.M. Best and AA by Standard and Poor's, earns one of the highest financial ratings of the leading global property and casualty insurance companies. Allianz is the world's largest property and casualty company by revenue and its globally diversified portfolio helps provide you with the scale, strength and sustainability to grow your business in the US and beyond.

**Protecting your increasingly complex business risks** - Allianz has a 125-year history of delivering exceptional insurance products and services to businesses around the world. Our broad product portfolio and risk mitigation services are designed to support the increasingly complex risks your business faces.

**One of the world's most admired companies** - Allianz is ranked by *Interbrand* as "One of the top global brands in the world" and "One of the world's most admired companies" by *Fortune*®. And, most importantly for our customers, Allianz has long held a global reputation for delivering exceptional claims service.

We will continue to update you as we make progress in uniting these two great companies. In the interim, please know that we truly appreciate your business and the trust you have placed in us.

We look forward to serving you under the Allianz brand.

Thank you for trusting Allianz to serve your insurance needs.

Best regards,

A handwritten signature in black ink, appearing to read "Arthur E. Moosmann".

Arthur E. Moosmann  
President & CEO, AGCS North America and Fireman's Fund Insurance Company  
Member of the Allianz Global Corporate & Specialty SE Board of Management



# Table of Contents

## Portfolio Policy

**POLICY NUMBER Refer to Memorandum**

**Named Insured  
Refer to Memorandum**

**Producer**  
R.V. NUCCIO & ASSOC INC  
10148 RIVERSIDE DR 2ND FL  
TOLUCA LAKE CA 91602

This policy contains the following sections:

<b>Section</b>	<b>Pages</b>
General Declarations .....	GD - 1 to GD - 11
General Liability Declarations.....	GL - 1 to GL - 12
Crime Declarations.....	CR - 1 to CR - 5
Inland Marine Declarations.....	IM - 1 to IM - 10
Business Auto Policy Declarations.....	AU - 1 to AU - 2
All Other Coverages Declarations.....	AO - 1 to AO - 1



# GENERAL



**POLICY NUMBER**  
**Refer to Memorandum**

**Previous Policy Numbers**  
**Refer to Memorandum**

Coverage for sections  
other than WORKERS'  
COMPENSATION is provided  
in the following Company:  
THE AMERICAN  
INSURANCE COMPANY  
NOVATO, CA 94998  
A STOCK INSURANCE CO. (18)

PORTFOLIO POLICY (R)

**GENERAL DECLARATIONS**

Named Insured and Mailing Address

**Refer to Memorandum**

Producer Name and Address

**R.V. NUCCIO & ASSOC INC /PEVD**

**10148 RIVERSIDE DR 2ND FL  
TOLUCA LAKE CA 91602**

The Named Insured is a(n) ASSOCIATION

Business or Operations of the Named Insured: PER MEMORANDUM

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The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**GENERAL LIABILITY COVERAGES - OCCURRENCE  
CRIME COVERAGES  
INLAND MARINE COVERAGES  
AUTO INSURANCE COVERAGES**

Policy Period (For above coverages)

**INCEPTION DATE Refer to Memorandum**

**EXPIRATION DATE Refer to Memorandum**

Beginning and Ending at 12:01 A.M., Standard Time  
at the address of the insured

If this policy includes the "Business Auto Coverage Form", and/or the "Motor Carrier Coverage Form" and/or the "Garage Coverage Form", each such form shall be construed independent of any other such form, and none of the terms or conditions contained in one such form shall be construed as being applicable to any other such form.

Premium is included in the premium summary below.

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POLICY NUMBER Refer to Memorandum  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

PREMIUM SUMMARY:

Estimated Annual Premium	Refer to Memorandum
Premium Due at Inception	Refer to Memorandum

Terrorism Risk Insurance Act ("The Act") - Certified Acts Coverage -  
All Coverages Subject to the Act Excl WC and Umbrella -  
Covered

This Policy may be subject to Premium Adjustment per Policy Terms.

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations  
(Not applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.  
001 1Refer to Memorandum

POLICY NUMBER **Refer to Memorandum**  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations  
(Not applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.  
Refer to Memorandum

POLICY NUMBER **Refer to Memorandum**  
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Refer to Memorandum

GENERAL DECLARATIONS Continued

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations  
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GENERAL DECLARATIONS Continued

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GENERAL DECLARATIONS Continued

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations  
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LOC.  
Refer to Memorandum

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Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

**FORMS ATTACHED AT INCEPTION**

**GENERAL PROVISIONS**

IL0003 09-08 CALCULATION OF PREMIUM (IL 00 03 09 08)  
IL0017 11-98 REV 2 COMMON POLICY CONDITIONS (IL 00 17 11 98)  
IL0021 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)  
(IL 00 21 09 08)  
IL0023 07-02 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM) (IL 00 23 07 02)  
IL0109 09-08 VERMONT CHANGES - CIVIL UNION (IL 01 09 09 08)  
IL0120 10-13 PENNSYLVANIA CHANGES - DEFENSE COSTS (IL 01 20 10 13)  
IL0126 09-08 VERMONT CHANGES - STATUTORY LIABILITY (IL 01 26 09 08)  
IL0128 09-08 RHODE ISLAND CHANGES - PREJUDGEMENT INTEREST (IL 01 28 09 08)  
IL0135 09-08 NEW HAMPSHIRE CHANGES - CANCELLATION AND NONRENEWAL  
(IL 01 35 09 08)  
IL0138 10-15 VIRGINIA CHANGES (IL 01 38 10 15)  
IL0141 09-08 NEW JERSEY CHANGES - CIVIL UNION (IL 01 41 09 08)  
IL0142 09-08 OREGON CHANGES - DOMESTIC PARTNERSHIP (IL 01 42 09 08)  
IL0146 08-10 WASHINGTON COMMON POLICY CONDITIONS (IL 01 46 08 10)  
IL0149 01-12 HAWAII CHANGES - CIVIL UNION (IL 01 49 01 12)  
IL0151 01-12 DELAWARE CHANGES - CIVIL UNION (IL 01 51 01 12)  
IL0152 10-15 VIRGINIA CHANGES (IL 01 52 10 15)  
IL0158 09-08 INDIANA CHANGES (IL 01 58 09 08)  
IL0161 03-12 RHODE ISLAND CHANGES - CIVIL UNION (IL 01 61 03 12)  
IL0162 09-08 ILLINOIS CHANGES - DEFENSE COSTS (IL 01 62 09 08)  
IL0165 09-08 NORTH DAKOTA CHANGES - EXAMINATION OF YOUR BOOKS AND RECORDS  
(IL 01 65 09 08)  
IL0167 09-08 MONTANA CHANGES - CONFORMITY WITH STATUTES (IL 01 67 09 08)  
IL0168 09-08 TEXAS CHANGES - DUTIES (IL 01 68 09 08)  
IL0179 10-02 OKLAHOMA NOTICE (IL 01 79 10 02)  
IL0185 08-08 NEW YORK CHANGES - CALCULATION OF PREMIUM (IL 01 85 08 08)  
IL0197 09-08 RHODE ISLAND CHANGES (IL 01 97 09 08)  
IL0198 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)  
(IL 01 98 09 08)  
IL0199 09-08 ARKANSAS CHANGES - TRANSFER OF RIGHTS OR RECOVERY AGAINST  
OTHERS TO US (IL 01 99 09 08)  
IL0204 09-08 IDAHO CHANGES - CANCELLATION AND NONRENEWAL (IL 02 04 09 08)  
IL0208 09-07 NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 08 09 07)  
IL0219 06-15 VERMONT CHANGES - CANCELLATION AND NONRENEWAL (IL 02 19 06 15)  
IL0228 09-07 COLORADO CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 28 09 07)  
IL0231 09-08 ARKANSAS CHANGES - CANCELLATION (IL 02 31 09 08)  
IL0232 09-08 SOUTH DAKOTA CHANGES - CANCELLATION AND NON RENEWAL  
(IL 02 32 09 08)  
IL0234 09-08 NORTH DAKOTA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 34 09 08)



POLICY NUMBER Refer to Memorandum  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

**FORMS ATTACHED AT INCEPTION**

**GENERAL PROVISIONS**

IL0236 09-07 OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 36 09 07)  
IL0237 04-12 DELAWARE CHANGES-TERMINATION PROVISIONS (IL 02 37 04 12)  
IL0243 09-07 MONTANA CHANGES (IL 02 43 09 07)  
IL0244 09-07 OHIO CHANGES - CANCELLATION AND NONRENEWAL (IL 02 44 09 07)  
IL0245 09-08 MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 45 09 08)  
IL0246 09-07 PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 46 09 07)  
IL0247 02-11 MAINE CHANGES - CANCELLATION AND NONRENEWAL (IL 02 47 02 11)  
IL0249 09-08 SOUTH CAROLINA CHANGES - CANCELLATION AND NON RENEWAL  
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IL0250 09-08 TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 50 09 08)  
IL0251 09-07 NEVADA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 51 09 07)  
IL0252 09-07 WYOMING CHANGES - CANCELLATION AND NONRENEWAL (IL 02 52 09 07)  
IL0258 12-14 ARIZONA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 58 12 14)  
IL0259 09-07 NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 59 09 07)  
IL0260 02-10 CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 60 02 10)  
IL0261 09-07 KANSAS CHANGES - CANCELLATION AND NONRENEWAL (IL 02 61 09 07)  
IL0262 02-15 GEORGIA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 62 02 15)  
IL0263 09-08 KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 63 09 08)  
IL0265 09-01 HAWAII CHANGES - CANCELLATION AND NONRENEWAL (IL 02 65 09 01)  
IL0266 09-08 UTAH CHANGES - CANCELLATION AND NONRENEWAL (IL 02 66 09 08)  
IL0268 01-14 NEW YORK CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 68 01 14)  
IL0269 09-08 NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 69 09 08)  
IL0270 09-12 CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 70 09 12)  
IL0272 09-07 INDIANA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 72 09 07)  
IL0273 01-10 RHODE ISLAND CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 73 01 10)  
IL0274 02-13 MISSOURI CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 74 02 13)  
IL0275 09-07 TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR  
CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES  
(IL 02 75 09 07)  
IL0276 09-08 IOWA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 76 09 08)  
IL0277 03-12 LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 77 03 12)  
IL0278 09-08 DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 78 09 08)

POLICY NUMBER Refer to Memorandum  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

**FORMS ATTACHED AT INCEPTION**

**GENERAL PROVISIONS**

IL0279 09-08 OREGON CHANGES - CANCELLATION AND NONRENEWAL (IL 02 79 09 08)  
IL0280 09-08 ALASKA CHANGES - CANCELLATION AND NONRENEWAL (IL 02 80 09 08)  
IL0281 04-89 WEST VIRGINIA CHANGES - CANCELLATION (IL 02 81 04 89)  
IL0282 09-08 MISSISSIPPI CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 82 09 08)  
IL0283 09-07 WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 83 09 07)  
IL0286 09-08 MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 86 09 08)  
IL0298 05-15 NEW MEXICO CHANGES - CHANGES - CANCELLATION AND NONRENEWAL  
(IL 02 98 05 15)  
IL0913 04-98 INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY  
(IL 09 13 04 98)  
IL1203 04-98 LOUISIANA POLICY CHANGES (IL 12 03 04 98)  
IL7016 10-92 COMPANY NAME ENDORSEMENT (IL 70 16 10 92)  
141359 12-92 TEXAS CHANGES - CANCELLATION AND NON-RENEWAL MULTI PERIL  
POLICY (141359 12 92)  
141360 12-92 TEXAS CHANGES - MULTI PERIL POLICY (141360 12 92)  
145901 01-02 DETRIMENTAL CODE EXCLUSION (145901 01 02)  
145917CA 06-04 SILICA PARTICLES EXCLUSION - CALIFORNIA (145917CA 06 04)  
145927 01-15 DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS  
OF TERRORISM COVERAGE  
(PURSUANT TO TERRORISM RISK INSURANCE ACT)  
(145927 01 15)  
145985 06-14 ECONOMIC OR TRADE SANCTIONS COMPLIANCE (145985 06 14)

**GENERAL LIABILITY**

CG0001 04-13 REV 2 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
(CG 00 01 04 13S)  
CG0103 06-06 TEXAS CHANGES (CG 01 03 06 06)  
CG0109 11-85 KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS  
(CG 01 09 11 85)  
CG0118 12-04 LOUISIANA CHANGES - LEGAL ACTION AGAINST US (CG 01 18 12 04)  
CG0124 01-93 WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS  
(CG 01 24 01 93)  
CG0125 03-03 LOUISIANA CHANGES - INSURING AGREEMENT (CG 01 25 03 03)  
CG0160 07-98 WYOMING CHANGES - (CG 01 60 07 98)  
CG0161 04-13 VERMONT CHANGES - POLLUTION (CG 01 61 06 10)  
CG0163 07-11 NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
(CG 01 63 07 11)  
CG0168 10-09 MICHIGAN CHANGES (CG 01 68 10 09)  
CG0179 07-10 VIRGINIA CHANGES (CG 01 79 07 10)  
CG0181 05-08 WASHINGTON CHANGES (CG 01 81 05 08)  
CG0186 12-04 UTAH CHANGES (CG 01 86 12 04)

POLICY NUMBER Refer to Memorandum  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

**FORMS ATTACHED AT INCEPTION**

**GENERAL LIABILITY**

CG0200 12-07 ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL  
(CG 02 00 12 07)

CG0220 03-12 FLORIDA CHANGES - CANCELLATION AND NONRENEWAL (CG 02 20 03 12)

CG0300 01-96 DEDUCTIBLE LIABILITY INSURANCE (CG 03 00 01 96)

CG2021 01-96 ADDITIONAL INSURED - VOLUNTEER WORKERS (CG 20 21 01 96)

CG2026 04-13 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION  
(CG 20 26 04 13)

CG2101 11-85 REV EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS  
(CG 21 01 11 85R)

CG2106 05-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED  
BODILY INJURY EXCEPTION (CG 21 06 05 14)

CG2116 04-13 EXCLUSION - DESIGNATED PROFESSIONAL SERVICES (CG 21 16 04 13)

CG2129 04-13 NEW HAMPSHIRE AMENDMENT OF LIQUOR LIABILITY EXCLUSION -  
EXCEPTION FOR SCHEDULED ACTIVITIES - (CG 21 29 04 13)

CG2146 07-98 REV ABUSE OR MOLESTATION EXCLUSION (CG 21 46 07 98)

CG2147 12-07 EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 12 07)

CG2151 04-13 AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR  
SCHEDULED ACTIVITIES (CG 21 51 04 13)

CG2158 04-13 EXCLUSION - PROFESSIONAL VETERINARIAN SERVICES  
(CG 21 58 04 13)

CG2605 02-07 MINNESOTA CHANGES (CG 26 05 02 07)

CG2608 04-90 ARKANSAS CHANGES - MULTI-YEAR POLICIES (CG 26 08 04 90)

CG2621 10-91 NEW YORK CHANGES - TRANSFER OF DUTIES (CG 26 21 10 91)

CG2625 04-05 MISSOURI CHANGES - GUARANTY ASSOCIATION (CG 26 25 04 05)

CG2650 04-13 MISSOURI CHANGES - MEDICAL PAYMENTS (CG 26 50 04 13)

CG2661 10-01 MONTANA CHANGES - MEDICAL PAYMENTS (CG 26 61 10 01)

CG3234 01-05 CALIFORNIA CHANGES (CG 32 34 01 05)

CG7092 12-92 REV 2 COMPLETE LEAD POISONING AND LEAD CONTAMINATION  
EXCLUSION (CG 70 92 12 92 S)

CG7093 12-92 REV COMPLETE ASBESTOS EXCLUSION (CG 70 93 12 92R)

CG7093OK 12-92 REV OKLAHOMA - COMPLETE ASBESTOS EXCLUSION  
(CG 70 93OK 12 92R)

CG7093PA 12-92 REV PENNSYLVANIA - COMPLETE ASBESTOS EXCLUSION  
(CG 70 93PA 12 92R)

CG7155 10-01 EXCLUSION - DESIGNATED OPERATIONS (CG 71 55 10 01)

CG7159 10-01 EXCLUSION - INTELLECTUAL PROPERTY (CG 71 59 10 01)

CG7218 04-08 FUNGI OR BACTERIA EXCLUSION (CG 72 18 04 08)

CG7275 06-07 PERSONAL AND ADVERTISING INJURY HAZARD REDEFINED  
(CG 72 75 06 07)

CG7292 08-11 EXCLUSION - INFORMATION OR MATERIAL DISTRIBUTED AS A RESULT OF  
A DATA BREACH (CG 72 92 08 11)

CG7294 01-12 CROSS SUITS EXCLUSION (ANY INSURED) (CG 72 94 01 12)

140841 11-93 EXCLUSION - THIRD PARTY ADMINISTRATION (140841 11 93)

600002E 10-90 REV EXCLUSION OF AIRCRAFT LIABILITY (600002E 10 90R)

600005E 10-90 REV AMENDMENT ENDORSEMENT (600005E 10 90R)

POLICY NUMBER Refer to Memorandum  
PORTFOLIO POLICY (R)  
Named Insured  
Refer to Memorandum

GENERAL DECLARATIONS Continued

**FORMS ATTACHED AT INCEPTION**

**GENERAL LIABILITY**

600043E 03-03 PYROTECHNICS, EXPLOSIVES AND FIREWORKS EXCLUSION  
(600043E 03 03)  
600044E 10-04 COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY  
ENTERTAINMENT INDUSTRY EXCLUSION (600044E 10 04)  
600060E 02-93 EXCLUSION - ASBESTOS (600060E 02 93)  
600087E 07-06 PER EVENT AGGREGATE LIMIT (600087E 07 06)  
600100TE 03-03 TOURING ENTERTAINERS CONCERT TOUR NOTIFICATION ENDORSEMENT  
(600100TE 03 03)  
600101TE 03-03 THROWING OBJECTS EXCLUSION (600101TE 03 03)

**CRIME**

CR0021 08-13 COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)  
(CR 00 21 08 13)  
CR0150 08-07 CALIFORNIA CHANGES - ESCROW AGENT (CR 01 50 08 07)  
CR0256 08-07 CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY -  
CALIFORNIA (CR 02 56 08 07)

**INLAND MARINE**

CM0020 09-00 COMMERCIAL ARTICLES COVERAGE FORM (CM 00 20 09 00)  
135302 11-84 REV 2 COMMERCIAL ARTICLES FLOATER - (135302 11 84)  
140559 12-86 CONDITIONS (140559 12-86)  
140866 02-86 DEBRIS AND POLLUTANT REMOVAL POLICY AMENDMENT (140866 02-86)

**AUTOMOBILE**

CA0001 10-13 BUSINESS AUTO COVERAGE FORM (CA 00 01 10 13)  
CA0121 10-13 LIMITED MEXICO COVERAGE (CA 01 21 10 13)  
CA0143 10-13 CALIFORNIA CHANGES (CA 01 43 10 13)  
CA7003 10-01 EXPLANATION OF PREMIUM BASIS (CA 70 03 10 01)  
CA7078 01-06 REV EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR  
CHEMICAL TERRORISM (CA 70 78 01 06R)  
CA7084 10-14 ADDITIONAL INSURED AMENDMENT (CA 70 84 10 14)  
600053E 04-12 COMPLETION OF AUTO RATES AND PREMIUM (600053E 04 12)

Countersignature of Authorized Agent: \_\_\_\_\_

Producer R.V. NUCCIO & ASSOC INC /PEVD  
10148 RIVERSIDE DR 2ND FL  
TOLUCA LAKE CA 91602

# Calculation of Premium - IL 00 03 09 08

Policy Amendment(s) Commercial General Provisions

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 Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Common Policy Conditions - IL 00 17 11 98

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

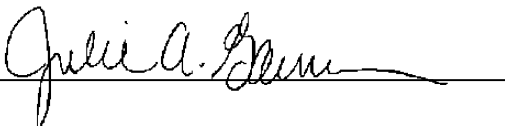
We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

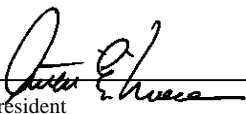
## D. Inspections and Surveys

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:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- 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.

# GENERAL LIABILITY



POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**GENERAL LIABILITY DECLARATIONS**

Insurance is provided only for those Coverages, Limits of Liability and Endorsements shown below.

<b>Coverages</b>	<b>Limits of Liability</b>
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	Refer to Memorandum
MEDICAL EXPENSE LIMIT	Refer to Memorandum

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The audit period shall be ANNUAL

**GENERAL LIABILITY ENDORSEMENT(S)**

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION (CG 21 06 05 14)

ABUSE OR MOLESTATION EXCLUSION (CG 21 46 07 98)

AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR SCHEDULED ACTIVITIES (CG 21 51 04 13)

Description Of Premises Or Activities:  
PER MEMORANDUM

EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 12 07)

EXCLUSION OF AIRCRAFT LIABILITY (600002E 10 90R)

PYROTECHNICS, EXPLOSIVES AND FIREWORKS EXCLUSION (600043E 03 03)

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**GENERAL LIABILITY ENDORSEMENT(S) (continued)**

COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY ENTERTAINMENT INDUSTRY  
EXCLUSION (600044E 10 04)

AMENDMENT ENDORSEMENT (600005E 10 90R)

COMPLETE LEAD POISONING AND LEAD CONTAMINATION EXCLUSION  
(CG 70 92 12 92 S)

EXCLUSION - ASBESTOS (600060E 02 93)

COMPLETE ASBESTOS EXCLUSION (CG 70 93 12 92R)

EXCLUSION - INTELLECTUAL PROPERTY (CG 71 59 10 01)

EXCLUSION - DESIGNATED OPERATIONS (CG 71 55 10 01)

PERSONAL AND ADVERTISING INJURY HAZARD REDEFINED (CG 72 75 06 07)

PER EVENT AGGREGATE LIMIT (600087E 07 06)

TOURING ENTERTAINERS CONCERT TOUR NOTIFICATION ENDORSEMENT (600100TE 03 03)

THROWING OBJECTS EXCLUSION (600101TE 03 03)

EXCLUSION - INFORMATION OR MATERIAL DISTRIBUTED AS A RESULT OF A DATA BREACH  
(CG 72 92 08 11)

**SUPPLEMENTARY STATE ENDORSEMENT(S)**

**ARKANSAS**

ARKANSAS CHANGES - MULTI-YEAR POLICIES (CG 26 08 04 90)

**CALIFORNIA**

FUNGI OR BACTERIA EXCLUSION (CG 72 18 04 08)

CALIFORNIA CHANGES (CG 32 34 01 05)

**FLORIDA**

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL (CG 02 20 03 12)

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**SUPPLEMENTARY STATE ENDORSEMENT(S) (continued)**

**ILLINOIS**

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL (CG 02 00 12 07)

**KANSAS**

KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS (CG 01 09 11 85)

**LOUISIANA**

LOUISIANA CHANGES - LEGAL ACTION AGAINST US (CG 01 18 12 04)

LOUISIANA CHANGES - INSURING AGREEMENT (CG 01 25 03 03)

**MICHIGAN**

MICHIGAN CHANGES (CG 01 68 10 09)

**MINNESOTA**

MINNESOTA CHANGES (CG 26 05 02 07)

**MISSOURI**

MISSOURI CHANGES - GUARANTY ASSOCIATION (CG 26 25 04 05)

MISSOURI CHANGES - MEDICAL PAYMENTS (CG 26 50 04 13)

**MONTANA**

MONTANA CHANGES - MEDICAL PAYMENTS (CG 26 61 10 01)

**NEW HAMPSHIRE**

NEW HAMPSHIRE AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR  
SCHEDULED ACTIVITIES - (CG 21 29 04 13)

Description Of Activity(ies):  
PER MEMORANDUM

**NEW YORK**

NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
(CG 01 63 07 11)

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**SUPPLEMENTARY STATE ENDORSEMENT(S) (continued)**

**NEW YORK (continued)**

NEW YORK CHANGES - TRANSFER OF DUTIES (CG 26 21 10 91)

**OKLAHOMA**

KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS (CG 01 09 11 85)

OKLAHOMA - COMPLETE ASBESTOS EXCLUSION (CG 70 93OK 12 92R)

**PENNSYLVANIA**

PENNSYLVANIA - COMPLETE ASBESTOS EXCLUSION (CG 70 93PA 12 92R)

**TEXAS**

TEXAS CHANGES (CG 01 03 06 06)

**UTAH**

UTAH CHANGES (CG 01 86 12 04)

**VERMONT**

VERMONT CHANGES - POLLUTION (CG 01 61 06 10)

**VIRGINIA**

VIRGINIA CHANGES (CG 01 79 07 10)

**WASHINGTON**

WASHINGTON CHANGES (CG 01 81 05 08)

**WISCONSIN**

WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS (CG 01 24 01 93)

**WYOMING**

WYOMING CHANGES - (CG 01 60 07 98)

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

DEDUCTIBLE LIABILITY INSURANCE  
CG0300 0196

SCHEDULE

COVERAGE	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	\$		\$

\* PER MEMORANDUM

ADDITIONAL INSURED - DESIGNATED PERSON OR  
ORGANIZATION  
CG2026 0413

ANY PERSON OR ORGANIZATION NAMED ON A CERTIFICATE OF  
INSURANCE REFERENCING ADDITIONAL INSURED AND ISSUED ONLY BY THE  
PROGRAM ADMINISTRATOR, R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC.  
AS AN ADDITIONAL INSURED.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES -  
CG 21 16 04 13  
CG2116 0413

SCHEDULE

DESCRIPTION OF PROFESSIONAL SERVICES

- |                  |                 |               |               |
|------------------|-----------------|---------------|---------------|
| 01. ACCOUNTING   | 04. ENGINEERING | 07. INSURANCE | 10. MARKETING |
| 02. ADVERTISING  | 05. FINANCIAL   | 08. INVESTING | 11. MEDICAL   |
| 03. ARCHITECTUAL | 06. HEALTH CARE | 09. LEGAL     | 12. NURSING   |

CROSS SUITS EXCLUSION (ANY INSURED) -  
CG 72 94 01 12  
CG7294 0112

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)

EXCLUSION - DESIGNATED OPERATIONS  
POLICY AMENDMENT(S) COMMERCIAL GENERAL LIABILITY  
001 0616

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERICAL GENERAL LIABILITY COVERAGE PART

SCHEDULE - DESCRIPTION OF EXCLUDED OPERATIONS

- |                                     |                                     |                                   |
|-------------------------------------|-------------------------------------|-----------------------------------|
| 01. AIRCRAFT RIDE(S)                | 21. FILM PRODUCTION                 | 41. PARACHUTING                   |
| 02. ROCKETRY                        | 22. USE OF FIREARMS                 | 42. PARASAILING                   |
| 03. ANIMAL GAME(S)                  | 23. FIREWORKS/EXPLOSIVES            | 43. PYROTECHNICS                  |
| 04. ANIMAL RIDE(S)                  | 24. FLASH BOX(ES)                   | 44. REBOUND DEVICE(S)             |
| 05. BABYSITTING                     | 25. FOAM GENERATOR                  | 45. ROCK CLIMBING WALLS           |
| 06. BALLOON RIDE (S)                | 26. GO-KARTING                      | 46. RODEO OR ROPING               |
| 07. BONFIRE(S)                      | 27. USE OF WEAPONS                  | 47. SHOOTING GUN(S)               |
| 08. BOUNCE HOUSES                   | 28. HANG GLIDING                    | 48. SKY DIVING                    |
| 09. BROOM HOCKEY                    | 29. HAUNTED HOUSE                   | 49. SMOKE GENERATOR(S)            |
| 10. BUNGEE DEVICE(S)                | 30. HAY RIDE(S)                     | 50. SMOKE POT(S)                  |
| 11. CAMPFIRE(S)                     | 31. HORSEBACK RIDE(S)               | 51. SNOWMOBILING                  |
| 12. CAR PARKING                     | 32. HOT AIR BALLOON                 | 52. TRAMPOLINE(S)                 |
| 13. ADULT CARE                      | 33. USE OF KNIVES                   | 53. VELCRO MAN                    |
| 14. CHILD CARE                      | 34. LUGE                            | 54. WAR GAMESS                    |
| 15. CARNIVAL GOLF GAME(S)           | 35. MECHANICAL RIDES                | 56. WATER ACTIVITIES              |
| 16. CATTLE DRIVE                    | 36. MOSH PIT(S)                     | 57. WATER BALLS/ZORB              |
| 17. DART GAME(S)                    | 37. MOTORIZED VEHICLES              | 58. ALL PRODUCTION                |
| 18. DONKEY BASKETBALL               | 38. OVERNIGHT CAMPING OPERATIONS    |                                   |
| 19. FAIR GOLF GAME(S)               | 39. PAINT BALL GAME(S)              | 59. RENTING PROPERTY              |
| 20. AMUSEMENT DEVICE,<br>INFLATABLE | 40. AMUSEMENT DEVICE,<br>MECHANICAL | OR EQUIPMENT TO<br>OTHERS         |
|                                     |                                     | 60. SET AND STAGE<br>CONSTRUCTION |

THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PROPERTY DAMAGE,  
PERSONAL AND ADVERTISING INJURY, OR MEDICAL EXPENSE ARISING OUT OF:

1. YOUR INCIDENTAL OR ONGOING OPERATIONS SHOWN IN THE SCHEDULE ABOVE;
2. ANY ACTIVITY, EVENT OR OPERATION WHETHER INCIDENTAL OR ONGOING IN WHICH A CONCESSIONAIRE(S), EXHIBITOR(S), VENDOR(S) OR INDEPENDENT CONTRACTOR(S) IS INVOLVED; UNLESS A CERTIFICATE OF INSURANCE HAS BEEN RECEIVED BY THE MEMORANDUM OF INSURANCE HOLDER WHICH EVIDENCES THAT THE MEMORANDUM OF INSURANCE HOLDER HAS BEEN NAMED AS AN ADDITIONAL

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)**

EXCLUSION - DESIGNATED OPERATIONS  
POLICY AMENDMENT(S) COMMERCIAL GENERAL LIABILITY  
001 0616 (continued)

INSURED ON THE CONCESSIONAIRE(S), EXHIBITOR(S), VENDOR S OR INDEPENDENT CONTRACTOR(S) COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WITH LIMITS EQUAL TO OR GREATER THAN THE LIMITS WE PROVIDE IN THIS POLICY TO THE MEMORANDUM OF INSURANCE HOLDER; OR

3. ANY ACTIVITY, EVENT OR OPERATION WHETHER INCIDENTAL OR ONGOING WHICH INCLUDES THE ACTIVITIES OR USE OF THE ITEMS LISTED IN THE SCHEDULE ABOVE, WHETHER OR NOT A CERTIFICATE OF INSURANCE HAS BEEN RECEIVED.

THIS ENDORSEMENT IS OTHERWISE SUBJECT TO ALL THE TERMS, CONDITIONS, EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THE POLICY TO WHICH IT IS ATTACHED.

PER LOCATION AGGREGATE  
003 0616

IT IS AGREED THAT THE GENERAL AGGREGATE LIMIT OF \$2,000,000 IS PER LOCATION.

AMENDMENT FORM CG 00 01 10 01  
GENERAL LIABILITY COVERAGE FORM  
006 0616

IT IS AGREED THAT FORM CG 00 01 07 98 GENERAL LIABILITY COVERAGE FORM, SECTION II, WHO IS AN INSURED IS EXTENDED TO INCLUDE ANY MEMBER ON FILE WITH NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. WHO HAS PURCHASED THIS INSURANCE COVERAGE.

EXCLUSION - LESSORS  
007 0616

IT IS AGREED THAT ANY INDEMNICATION AS IS AFFORDED BY THIS POLICY AND ADDITIONAL INSURED ENDORSEMENTS 600057E AND 600058E (IF ATTACHED DOES NOT APPLY TO:

LESSORS MAINTENANCE/PREMISES DEFECTS

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)**

EXCLUSION - LESSORS  
007                    0616                    (continued)

OR  
LESSORS SOLE NEGLIGENCE

WE WILL CONTINUE TO DEFEND SUCH CLAIMS.

CHANGE ENDORSEMENT  
008                    0616

IT IS AGREED THAT AS RESPECTS GENERAL LIABILITY COVERAGE UNDER THIS POLICY COVERAGE IS EXCLUDED FOR ANY ACTIVITIES OTHER THAN:  
(1) PLAYING OF RECORDED MUSIC OR THE NECESSARY SET UP AND TEAR DOWN OF SOUND AND LIGHTING EQUIPMENT FOR DJS;  
(2) PHOTOGRAPHY/VIDEO TAPING FOR PHOTOGRAPHERS AND VIDEOGRAPHERS;  
(3) EVENT PLANNING FOR EVENT PLANNERS.

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PROMOTER EXCLUSION  
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IT IS AGREED THAT NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR ANY EVENT UNLESS THERE EXISTS A PROPERLY EXECUTED & SIGNED WRITTEN CONTRACT BETWEEN THE INSURED DISC JOCKEY AND THE PERSON OR ENTITY RESPONSIBLE FOR THE PROMOTING, ORGANIZING, MANAGING OR OTHERWISE CONTROLLING THE EVENT.

THERE IS NO COVERAGE FOR ANY EVENT PROMOTED, ORGANIZED, OR OTHERWISE CONTROLLED BY ANY INSURED DISC JOCKEY, PHOTOGRAPHER, VIDEOGRAPHER OR EVENT PLANNER.

EXCLUSION OF INJURY TO PARTICIPANTS  
009                    0616

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING COMMERCIAL GENERAL LIABILITY COVERAGE PART.

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE",



POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)**

EXCLUSION OF INJURY TO PARTICIPANTS  
009 0616 (continued)

"PERSONAL INJURY" OR "MEDICAL PAYMENTS" TO ANY EMPLOYEE AND/OR INDEPENDENT CONTRACTOR WHILE PRACTICING FOR, PERFORMING OR PARTICIPATING IN ANY EVENT, INSURED UNDER THIS POLICY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES  
010 0616

ANY PERSON OR ORGANIZATION NAMED ON A CERTIFICATE OF INSURANCE REFERENCNG ADDITIONAL INSURED FORM 600057E 1090 AND ISSUED ONLY BY THE PROGRAM ADMINISTRATOR, R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC. AS AN ADDITIONAL INSURED

ADDITIONAL INSURED - BLANKET  
011 0616

ANY PERSON OR ORGANIZATION NAMED ON A CERTIFICATE OF INSURANCE REFERENCNG ADDITIONAL INSURED FORM 600058E 1090 AND ISSUED ONLY BY THE PROGRAM ADMINISTRATOR, R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC. AS AN ADDITIONAL INSURED.

ADDITIONAL INSURED - BLANKET  
012 0616

ANY PERSON OR ORGANIZATION NAMED ON A CERTIFICATE OF INSURANCE REFERENCNG ADDITIONAL INSURED FORM 600059E 1090 AND ISSUED ONLY BY THE PROGRAM ADMINISTRATOR, R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC. AS AN ADDITIONAL INSURED.

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)**

COMMON EXCLUSION  
013                    0616

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, PARAGRAPH 2.F. IS DELETED.

B. THE FOLLOWING EXCLUSIONS ARE ADDED TO PARAGRAPH 2., EXCLUSIONS OF SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND PARAGRAPH 2., EXCLUSIONS OF SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY.

THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY OR MEDICAL EXPENSE ARISING OUT OF ANY OF THE FOLLOWING:

1. ASSAULT OR BATTERY

ASSAULT OR BATTERY OR ANY ACT OR OMISSION IN CONNECTION WITH THE PREVENTION OR SUPPRESSION OF SUCH ACTS INCLUDING FAILURE TO WARN, TRAIN OR SUPERVISE; WHETHER ARISING OUT OF OR AT THE INSTIGATION OR DIRECTION OF THE MEMORANDUM OF INSURANCE HOLDER, ITS EMPLOYEES, PATRONS OR ANY OTHER PERSON;

2. BREACH OF CONTRACT

ANY BREACH OF CONTRACT;

3. DEFECT IN PREMISES

ANY LATENT DEFECT OR PATENT DEFECT IN THE FACILITY, SITE OR VENUE WHERE THE EVENT IS SCHEDULED TO TAKE PLACE, OR OTHER PHYSICAL CHARACTERISTICS OR CONDITIONS OF SUCH FACILITY, SITE OR VENUE WHERE THE EVENT IS SCHEDULED TO TAKE PLACE WHICH CONTRIBUTE TO OR GIVE RISE TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY OR MEDICAL EXPENSE;

4. EVENT TYPE MISREPRESENTATION

MISREPRESENTATION WITH RESPECT TO ANY TYPE OF SCHEDULED EVENT THAT IS FALSELY, WRONGLY OR INCORRECTLY STATED, SELECTED, MISREPORTED,

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)

COMMON EXCLUSION  
013 0616 (continued)

MISREPRESENTED, OR MISSTATED AT THE TIME OF APPLICATION, WHETHER OR NOT INTENTIONAL;

5. INJURY TO PERFORMERS

INJURY TO ANY PERSON WHILE PRACTICING FOR, PERFORMING OR PARTICIPATING IN ANY CONCERT, SHOW, THEATRICAL EVENT, PRODUCTION, SPORTING EVENT OR EXHIBITION INSURED UNDER THIS POLICY;

6. LAND SUBSIDENCE

THE SUBSIDENCE OF LAND AS A RESULT OF LANDSLIDE, MUDFLOW, EARTH SINKING OR SHIFTING; WHETHER ARISING FROM NATURAL CAUSES OR RESULTING FROM YOUR OPERATIONS OR ANY SUBCONTRACTOR OF THE MEMORANDUM OF INSURANCE HOLDER;

7. MEMBERS VERSUS MEMBERS

AN OCCURRENCE BETWEEN TWO OR MORE ACTIVE, INACTIVE, AUXILIARY OR NATIONAL MEMBERS OF ANY CLUB, SOCIETY, ASSOCIATION, ORGANIZATION, FOUNDATION, GATHERING OR SIMILAR GROUP AS INSURED HEREUNDER;

ROLLING DATE ENDORSEMENT  
022 1214

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. THIS ENDORSEMENT IS APPLICABLE TO ALL COVERAGES OF THIS POLICY.
- II. 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 IN FORCE AT THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY UNTIL SUCH MEMORANDUM OF INSURANCE TERMINATES OR EXPIRES, NOT TO EXCEED TWELVE (12) MONTHS FROM THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY.
- III. A CHANGE TO THIS POLICY ONLY APPLIES TO A MEMORANDUM OF INSURANCE WITH AN INCEPTION DATE AFTER THE EFFECTIVE DATE OF SUCH CHANGE.

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)**

**OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)**

ROLLING DATE ENDORSEMENT

022                    1214                    (continued)

THIS ENDORSEMENT IS OTHERWISE SUBJECT TO ALL THE TERMS, CONDITIONS,  
EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THE POLICY TO WHICH IT IS  
ATTACHED.

DECLARE MONTHLY REPORTING FOR: Refer to Memorandum

023                    0616

# Commercial General Liability Coverage Form - CG 00 01 04 13

Policy Amendment(s) Commercial General Liability

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 bold face or 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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.

**j. 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.

l. **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), 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 Coverage 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:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. 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:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. 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:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. 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**:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) 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:

- a. False arrest, detention or imprisonment;
- b. 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** 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.

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.

# Deductible Liability Insurance - CG 03 00 01 96

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part  
Products/Completed Operations Liability Coverage Part**

### Schedule

Coverage	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	\$	\$

**Application of Endorsement** (Enter here 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):

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

- 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:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

- 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 combined**

as 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.



# Additional Insured - Volunteer Workers - CG 20 21 01 96


This endorsement modifies insurance provided under the following:

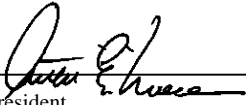
## Commercial General Liability Coverage Part

**Who is an Insured** (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. **Bodily injury or personal 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 your other volunteer worker(s) or to your **employees** arising out of and in the course of their duties for you;
  - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your **employees** as a consequence of paragraph 1.a. above;
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 other volunteer workers, your **employees** (if you are a partnership or joint venture), or any member (if you are a limited liability company);
- 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 paragraphs 1.a. or b. above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

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

Policy Amendment(s) Commercial General Liability

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

### Schedule

#### Name Of Additional Insured Person(s) Or Organization(s):

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# 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.

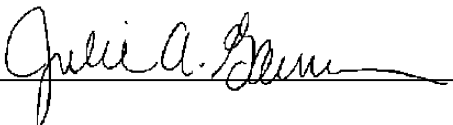
**Definition:**

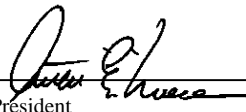
**Detrimental code** means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) 145927 01 15

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.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

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.

## **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.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

# Nuclear Energy Liability Exclusion Endorsement - Broad Form

## IL 00 21 09 08

Policy Amendment(s) Commercial General Provisions

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 **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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (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** included 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.



# Nuclear Energy Liability Exclusion Endorsement - Broad Form

## IL 00 23 07 02

Policy Amendment(s) Commercial General Provisions

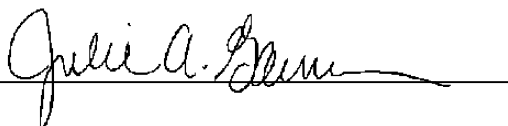
This endorsement modifies insurance provided under the following:

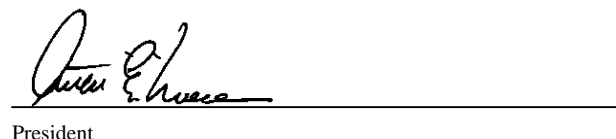
Commercial General Liability Coverage Part  
Farm Coverage Part  
Liquor Liability Coverage Part  
Owners and Contractors Protective Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Railroad Protective Liability Coverage Part  
Special Protective and Highway Liability Policy New York Department of Transportation

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,
  - B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from **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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (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** included 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.

# Nuclear Energy Liability Exclusion Endorsement - Broad Form IL 01 98 09 08

Policy Amendments

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part  
Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
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;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(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.

# Insurance Inspection Services Exemption From Liability - IL 09 13 04 98

Policy Amendments - General Provisions

## The Following Limits Our Liability

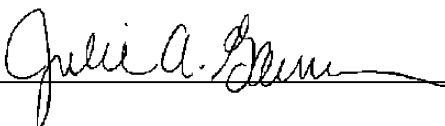
We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

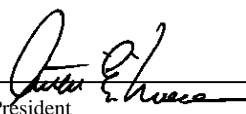
This exemption from liability does not apply:

- A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President



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## Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

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Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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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 Fireman's Fund Insurance Companies.

One of the **Fireman's Fund Insurance Companies** as named in the declaration page of your policy

## **Policyholder Notification - General Liability Access or Disclosure of Confidential or Personal Information Exclusion - 386629 05 14**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements, which applies to your renewal policy being issued by us:

### **CG 21 06 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-related Liability - With Limited Bodily Injury Exception (For Use With the Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

### **CG 21 07 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With the Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

### **CG 21 08 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information (Coverage B Only) (For Use With the Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

# Exclusion - Professional Veterinarian Services - CG 21 58 04 13

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

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 injury and advertising injury** arising out of:

1. Medical, surgical, diagnostic testing or dental procedures used for the prevention, detection, diagnosis or treatment of any sickness, disease, condition or injury in animals, including the related furnishing or prescription of drugs or medical, dental or surgical supplies;

2. The rendering of or failure to render any advice or instruction on health maintenance; or
3. Errors or omissions in the handling or treatment of dead animals including, but not limited to, autopsies, organ donation or other procedures.

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 that which is described in Paragraph 1., 2. or 3.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



# Exclusion - Athletic or Sports Participants - CG 21 01 11 85

Policy Amendment General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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## Schedule

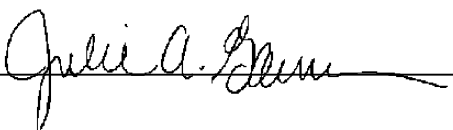
### Description of Operations

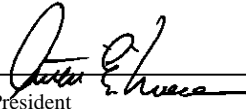
(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to **bodily injury** to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Exclusion - Access or Disclosure of Confidential or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception CG 21 06 05 14

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

A. Exclusion 2.p. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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.

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

2. Exclusions

This insurance does not apply to:


**Access or Disclosure of Confidential or Personal Information**


**Personal and advertising injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Exclusion - Designated Professional Services - CG 21 16 04 13

Policy Amendment(s) Commercial General Liability

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

**Schedule**

**Description Of Professional Services**

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 Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Abuse or Molestation Exclusion - CG 21 46 07 98

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

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** arising out of:

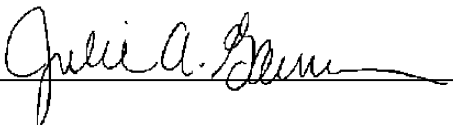
1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:

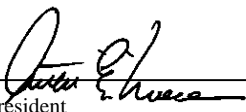
- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Employment - Related Practices Exclusion - CG 21 47 12 07

Policy Amendment(s) Commercial General Liability

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 to 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

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President

# Amendment of Liquor Liability Exclusion - Exception for Scheduled Premises or Activities - CG 21 51 04 13

Policy Amendment Commercial General Liability

Insured Policy Number

Producer Effective Date

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**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

### Schedule

#### Description Of Premises Or Activities:

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

The following replaces Exclusion c. under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

#### 2. Exclusions

This insurance does not apply to:

##### 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, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

- (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;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

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

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or

- (4) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

However, this exclusion does not apply to **bodily injury** or **property damage** arising out of:

- (i) The selling, serving or furnishing of alcoholic beverages at the specified activity described in the Schedule; or
- (ii) Permitting any person to bring any alcoholic beverages on the premises described in the Schedule, for consumption on the premises described in the Schedule.

# Complete Lead Poisoning and Lead Contamination Exclusion

## CG 70 92 12 92

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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 judgments as to any claim, **suit** or proceeding involving or allegedly involving, **lead**.

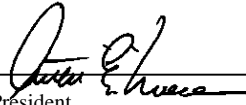
As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (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.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 



# Complete Asbestos Exclusion - CG 70 93 12 92

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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 judgments 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:

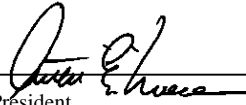
- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Exclusion - Designated Ongoing Operations - CG 71 55 10 01

Policy Amendment(s) Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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## Schedule

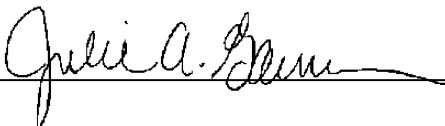
### Description of Your Operations:

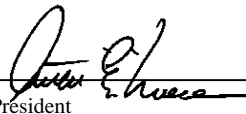
(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This insurance does not apply to **Bodily Injury, Property Damage**, or **Personal And Advertising Injury** arising out of your ongoing operations shown in the Schedule.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Exclusion - Intellectual Property - CG 71 59 10 01

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

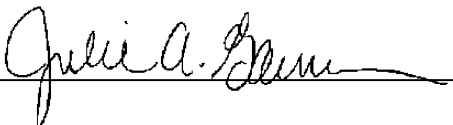
## Commercial General Liability Coverage

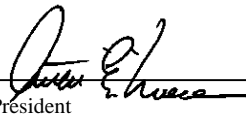
The policy does not apply to any liability arising out of any actual or alleged infringement, disparagement, defamation, violation, misappropriation, or unfair usage of any form of intellectual property, including but not limited to:

- 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# 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**:

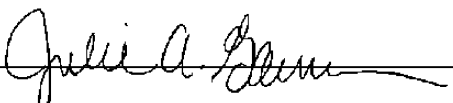
2. Exclusions

This insurance does not apply to:

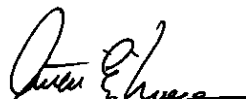
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
 Secretary



\_\_\_\_\_  
 President



## **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 06 07

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;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
*Julie A. Green*  
Secretary

\_\_\_\_\_  
*Arthur E. Hoover*  
President

## **Exclusion - Information or Material Distributed as a Result of a Data Breach - CG 72 92 08 11**

Policy Amendment(s) Commercial General Liability Coverage Form

This endorsement modifies insurance provided under the Commercial General Liability Coverage Form.

The following exclusion is added to Section I, Coverage B. Personal and Advertising Injury, 2. Exclusions.

Information or Material Distributed as a Result of a Data Breach

**Personal and advertising injury** based upon or arising out of oral, written or electronic distribution of non-public personal information or material that would not have occurred, but for the actual, alleged or threatened


entry into, theft of, unauthorized use of, loss of or loss of access to:


1. software, data or other information in any form; or
2. any electronic device or equipment and all input, output, processing, storage, and communication facilities which are connected to such device or equipment.

All other terms and conditions of this policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# Cross Suits Exclusion (Any Insured) - CG 72 94 01 12

Policy Amendment(s) Commercial General Liability

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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**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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



# Exclusion - Third Party Administration (TPA) - 140841 11 93

Policy Amendment(s) Insurance Agents' and Brokers' Professional Liability

We agree with you as follows:

Section I, Item 2. Exclusions is amended to include the following exclusion:

This insurance does not apply to any claim, **suit** or **defense cost** which arise out of an act, error or omission in the **administration** of third party self funded **plans**.

As used in this endorsement:

1. **administration** means:

- a. exercising discretionary authority or control with respect the management of the **plans**;
- b. exercising authority or control with respect the management of the **plans** assets; or
- c. the performance of one or more of the following activities:
  - (1) application of rules to determine who is eligible to participate in the **plans**;
  - (2) providing information to prospective new and existing participants of their rights, options and benefits;
  - (3) calculation of service and compensation credits of participants;
  - (4) maintenance of service and employment records of participants;
  - (5) preparation of reports required by government agencies;
  - (6) calculation of benefits;


- (7) collection and application of contributions;
- (8) processing and payment of claims including determining the eligibility of any claim;
- (9) providing advice, management or services of an economic, financial or investment nature.

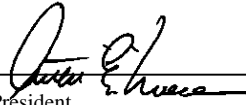
2. **plans** means, whether or not subject to any law or governmental regulation, one or more of the following:

- a. pension, profit sharing and stock subscription plans;
- b. Individual Retirement Accounts (IRA) plans;
- c. salary reduction plans under Internal Revenue Code 401(k) or amendments;
- d. employee stock subscription plans;
- e. savings plans;
- f. Social Security systems benefit;
- g. travel and vacation plans;
- h. educational tuition reimbursement plans;
- i. deferred salary plans;
- j. group plans for life, health, dental, disability, automobile, homeowners, and legal advice insurance;
- k. workers compensation and unemployment insurance.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Exclusion of Aircraft Liability - 600002E 10 90

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

---

It is agreed that:

This insurance does not apply to **bodily injury** or **property damage** arising out of the operations, maintenance, use, leasing, hiring, renting, borrowing, lending, loading or unloading of aircraft, whether owned by the insured or others.

This exclusion does not apply to a non-owned aircraft while used as a prop by the insured for filming operations, provided the aircraft is neither being operated nor is in motion.

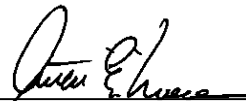
All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Amendment Endorsement - 600005E 10 90

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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It is agreed that such coverage as is afforded by this policy does not apply to:

1. Radio, television and motion picture producers' errors and omissions liability
2. Advertisers' errors and omissions liability
3. Broadcasters' errors and omissions liability
4. Publishers' errors and omissions liability
5. Loss arising from any publication or literature including any musical material conducted or composed, by or on behalf of the named insured.
6. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

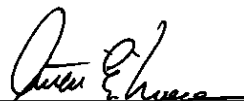
All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

## Pyrotechnics, Explosives and Fireworks Exclusion - 600043E 03 03

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum


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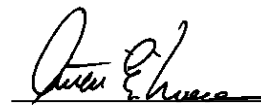
It is agreed that such insurance as is afforded by this policy shall not apply to **bodily injury** or **property damage** resulting from or arising out of pyrotechnics, explosives or fireworks.

All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# Coverage B: Personal and Advertising Injury Liability Entertainment Industry Exclusion - 600044E 10 04

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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This policy does not apply to **Personal Injury** or **Advertising Injury** arising out of the development, pre-production, production, post-production, distribution, exploitation or exhibition of motion pictures, television programs, radio programs, documentary films, industrial films, commercial films, educational films, training films, stage plays, video cassettes, audio cassettes, music, musical recordings, sheet music, lyrics, scripts, manuscripts, books or other similar materials and properties.

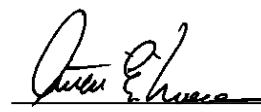
However, this exclusion does not apply to the offenses identified in paragraphs 14.a. and c. in the definition of personal and advertising injury in the definitions section of CG 0001, Commercial General Liability Coverage Form.

All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

## Exclusion - Asbestos - 600060E 02 93

**This endorsement modifies insurance provided under any and all liability coverages:**

Notwithstanding any other provision contained or incorporated in this policy, this insurance does not apply to **Bodily Injury, Property Damage, Personal Injury, Advertising Injury**, or any other injury or damage, or to any liability whatsoever, in whole or in part caused by, resulting from, arising out of, or in any way related to **Asbestos**, including, but not limited to:


- a. 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**; or
- b. Any request, demand, or order issued or made by any governmental body or agency that any

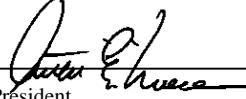
**Insured** or others investigate, test for, monitor, clean up, remove, contain, remediate, treat, detoxify, neutralize, or in any way respond to or assess the extent or the effects of **Asbestos**.

The Company 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 judgments, 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, asbestos fibers, asbestos dust, asbestos products, asbestos containing materials, and asbestos contained in any products, goods, materials, buildings, structures, or other real or personal property.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Per Event Aggregate Limit - 600087E 07 06

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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Notwithstanding CG 00 01, Commercial General Liability Coverage Form, Section III - Limits of Insurance, Paragraph 2, with respect to Coverage A only, the General Aggregate Limit shall apply separately to each event at which you are performing. **Event** is defined as any performance or any concert before a live audi-

ence, regardless of whether the performance or concert is part of a tour.

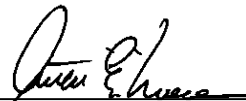
All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Touring Entertainers Concert Tour Notification Endorsement 600100TE 03 03

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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It is agreed that we have the right to charge you premium for each tour and each show and that you will notify us in advance of:

(1) Each domestic or foreign tour started by you during the policy period, and

(2) The number of shows in each tour.

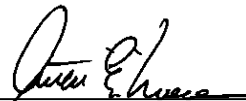
All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



# Throwing Objects Exclusion - 600101TE 03 03

Policy Amendment - Commercial General Liability

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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This policy does not provide any coverage for **bodily injury** or **property damage** caused by objects of any kind thrown or tossed by:

- (1) An insured,
- (2) Your agents,
- (3) Any contract artist hired by you, or

(4) Anyone else authorized by you

over or into the audience or any other members of the public during any performance or rehearsal.

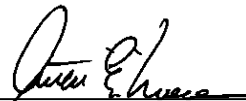
All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

**CRIME**

Crime	<b>CR</b>
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POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**CRIME AND FIDELITY DECLARATIONS**

Insurance is provided only for those Insuring Agreements, Limits of Insurance and Endorsements shown below.

**Location (of Premises) Refer to Memorandum**

**OTHER CRIME ENDORSEMENTS**

001 NAMED INSURED ENDORSEMENT

(COVERAGE CONDITIONS)

1. THE COVERAGES AFFORDED UNDER THIS POLICY ARE APPLICABLE ONLY TO LOSS SUSTAINED BY THE NAMED INSURED AS SHOWN UNDER ITEM NUMBER 1. OF THE POLICY DECLARATION PAGE AND ARE NOT APPLICABLE TO LOSS SUSTAINED BY ANY OTHER ENTITY OF THE NAMED INSURED, EXCEPT THOSE ADDED BY SPECIFIC ENDORSEMENT.

NOTHING HEREIN CONTAINED SHALL VARY, ALTER, OR EXTEND ANY OF THE PROVISIONS, CONDITIONS, OR OTHER TERMS OF THE POLICY EXCEPT AS STATED ABOVE.

002 WARRANTY ENDORSEMENT IS HEREBY AMENDED AS SHOWN BELOW:

FAILURE TO COMPLY WITH THE ITEM WARRANTED BELOW SHALL SUSPEND THIS INSURANCE IN ACCORDANCE WITH THE INSURING AGREEMENTS AND GENERAL AGREEMENTS SET FORTH IN THIS POLICY OF WHICH THIS ENDORSEMENT IS MADE A PART.

IT IS HEREBY WARRANTED THAT THE NAMED INSURED AS SHOWN IN ITEM NUMBER 1. OF THE POLICY DECLARATIONS AND THE NAMED INSURED ENDORSEMENT NUMBER 1. WILL PROVIDE THE FOLLOWING:

1. THERE WILL BE DUAL, UNRELATED SIGNATURES REQUIRED ON ALL OUTGOING CHECKS.
2. THERE WILL BE NO PRE-SIGNING OF CHECKS

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**CRIME AND FIDELITY DECLARATIONS (CONTINUED)**

**OTHER CRIME ENDORSEMENTS (Continued)**

3. THERE WILL BE MONTHLY BANK RECONCILIATION PERFORMED BY ONE ORGANIZATION OFFICER OTHER THAN THE OFFICER NORMALLY RESPONSIBLE FOR BANKING FUNCTIONS.

THIS ENDORSEMENT APPLIES TO THE NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. ONLY AND NOT TO INDIVIDUAL MEMEBERS.

003 DEFINITION OF EMPLOYEE

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE DEFINITION OF "EMPLOYEE" AS SHOWN IN THIS POLICY IS AMENDED TO INCLUDE THE FOLLOWING:

ANY ELECTED OR APPOINTED OFFICER, DIRECTOR, CHAIRPERSON, COMMISSIONER, OR VOLUNTEER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES (NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC ONLY, NOT AVAILABLE TO MEMBERSHIP) AS SUCH FOR THE NAMED INSURED AS SHOWN UNDER ITEM 1. OF THE DECLARATION PAGE WHETHER OR NOT COMPENSATED BY THE NAMED INSURED.

NOTHING HEREIN CONTAINED SHALL VARY, ALTER, OR EXTEND ANY OF THE PROVISIONS, CONDITIONS OR OTHER TERMS OF THE POLICY EXCEPT AS STATED ABOVE.

THIS ENDORSEMENT APPLIES TO NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. ONLY AND NOT TO INDIVIDUAL MEMBERS.

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**CRIME AND FIDELITY DECLARATIONS (CONTINUED)**

**OTHER CRIME ENDORSEMENTS (Continued)**

004 DEFINITIONS OF PREMISES

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING IS DELETED:

DEFINITIONS  
SECTION 3 -

"PREMISES" MEANS THE INTERIOR OF THAT PORTION OF ANY BUILDING WHICH IS USED BY NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. ONLY (NOT AVAILABLE TO MEMBERSHIP)IN CONDUCTING ITS BUSINESS.

THIS ENDORSEMENT APPLIES TO NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. ONLY, AND NOT TO INDIVIDUAL MEMBERS

005 ENDORSEMENT

THE FOLLOWING COVERAGE'S AND LIMITS ARE PROVIDED TO THE NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC.

COVERAGE FORM	LIMIT OF INSURANCE	DEDUCTIBLE
A - EMPLOYEE DISHONESTY	*	*
B - FORGERY OR ALTERATION	*	*
C - THEFT, DISAPPEARANCE AND DESTRUCTION	*	*
SECTION 1. - INSIDE THE PREMISES	*	*
SECTION 2. - OUTSIDE THE PREMISES	*	*

\* PER MEMORANDUM

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**CRIME AND FIDELITY DECLARATIONS (CONTINUED)**

**OTHER CRIME ENDORSEMENTS (Continued)**

006 DEFINITION OF MESSENGER

MESSENGER IS DEFINED AS THE INSURED OR ANY EMPLOYEE (AS PREVIOUSLY DEFINED) WHO IS DULY AUTHORIZED BY NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. ONLY (NOT AVAILABLE TO MEMBERSHIP) TO HAVE THE CARE AND OF THE INSURED PROPERTY OUT SIDE THE PREMISES (AS PREVIOUSLY DEFINED).

007 ROLLING DATE ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL CRIME COVERAGE FORM

- I. THIS ENDORSEMENT IS APPLICABLE TO ALL COVERAGES OF THIS POLICY.
- II. 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 IN FORCE AT THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY UNTIL SUCH MEMORANDUM OF INSURANCE TERMINATES OR EXPIRES, NOT TO EXCEED TWELVE (12) MONTHS FROM THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY.
- III. A CHANGE TO THIS POLICY ONLY APPLIES TO A MEMORANDUM OF INSURANCE WITH AN INCEPTION DATE AFTER THE EFFECTIVE DATE OF SUCH CHANGE.

THIS ENDORSEMENT IS OTHERWISE SUBJECT TO ALL THE TERMS, CONDITIONS, EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THE POLICY TO WHICH IT IS ATTACHED.

**Commercial Crime Supplementary State Endorsements**

CALIFORNIA CHANGES - ESCROW AGENT (CR 01 50 08 07)

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**CRIME AND FIDELITY DECLARATIONS (CONTINUED)**

**Commercial Crime Supplementary State Endorsements (Continued)**

CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY - CALIFORNIA  
(CR 02 56 08 07)

# Commercial Crime Coverage Form - Loss Sustained Form CR 00 21 08 13

Policy Amendment(s) Commercial Crime and Fidelity Coverage

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.l., 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 for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises - Theft Of Money And Securities

We will pay for:


a. Loss of **money** and **securities** inside the **premises** or **financial institution premises**

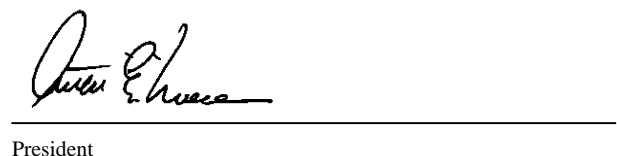
(1) Resulting directly from **theft** committed by a person present inside such **premises** or **financial institution premises**, or

(2) Resulting directly from disappearance or destruction.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President



- b. 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. 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

We will pay for:

- a. 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. 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. 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

We will pay for:

- a. 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. 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 And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
  - (a) Entry of **electronic data** or **computer program** into; or
  - (b) Change of **electronic data** or **computer program** within;

any **computer system** owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 6.a.(1)(a) and 6.a.(1)(b):

- (i) **Money**, **securities** or **other property** to be transferred, paid or delivered; or
- (ii) Your account at a **financial institution** to be debited or deleted.

- (2) Loss resulting directly from a **fraudulent instruction** directing a **financial institution** to debit your **transfer account** and transfer, pay or deliver **money** or **securities** from that account.

- b. As used in Paragraph 6.a.(1), fraudulent entry or fraudulent change of **electronic data** or **computer program** shall include such entry or change made by an **employee** acting, in good faith, upon a **fraudulent instruction** received from a computer software contractor who has a written agreement with you to design, implement or service **computer programs** for a **computer system** covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

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

- a. Money orders issued by any post office, express company or **financial institution** 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 Committed By Your 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 such **theft** or dishonest act prior to the Policy Period shown in the Declarations.

- c. Acts Committed By Your 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 Or Personal Information

Loss resulting from:

- (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

- e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

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

g. 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; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. 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.

i. Nuclear Hazard

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

j. 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.

k. 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, cancelling 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 **financial institution premises**:

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any **computer system**;

(iv) A threat to introduce a virus or other malicious instruction into any **computer system** which is designed to damage, destroy or corrupt **electronic data** or **computer programs** stored within the **computer system**;

(v) A threat to contaminate, pollute or render substandard your products or goods; or

(vi) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any **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 else 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. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of **electronic data** or **computer program** into; or
- (2) Change of **electronic data** or **computer program** within;

any **computer system** owned, leased or operated by you by a person or organization with authorized access to that **computer system**, except when covered under Insuring Agreement A.6.b.

b. 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.

c. Exchanges Or Purchases

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

d. Fraudulent Instructions

Loss resulting from an **employee** or **financial institution** acting upon any instruction to:

- (1) Transfer, pay or deliver **money, securities** or **other property**; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement A.6.a.(2) or A.6.b.

e. 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.

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** is not required, and no additional premium will be charged 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 conceals or misrepresents 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) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

f. Employee Benefit Plans

The **employee benefit plans** shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement A.1., subject to the following:

- (1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting 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 under ERISA as if each Plan were separately insured.
- (2) 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 **money, securities** 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.

- (3) 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.

(4) 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 **money, securities** 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 under ERISA for each Plan bears to the total of those limits.

(5) 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 one 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 one year from the date of that cancellation with regard to any **employee benefit plan**.

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 are cancelled as to any Insured, loss sustained by that Insured is covered only if it is **discovered** by you:

(a) No later than one 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 one year from the date of that cancellation with regard to any **employee benefit plan**.

(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, or payment by us to any **employee benefit plan** for loss sustained by that 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 two 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 under Paragraphs k.(1) and k.(2):

- (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:

#### **Example Number 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, \$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:

- (a) 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).

- (b) 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 Number 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, \$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:

- (a) 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.

- (b) 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 Number 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, \$250,000; under Policy C, \$600,000; and under Policy D, \$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:

- (a) 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).
- (b) 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).
- (c) 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).
- (d) 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.
- (b) 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 I.(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 m.(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;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

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 by 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

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) Money

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:

(a) At face value in the **money** issued by that country; or

(b) 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**.

(2) Securities

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:

- (a) 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
  - (b) 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) Limit of Insurance applicable to the **securities**.
- (3) Property Other Than Money And Securities
- (a) 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 Limit of Insurance applicable to the lost or damaged property;
    - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
    - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph s.(3)(a):

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is 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.

(c) We will, at your option, pay for loss or damage to such property:

- (i) In the **money** of the country in which the loss or damage was sustained; or
- (ii) In the United States of America dollar equivalent of the **money** of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was **discovered**

(d) 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; or

- (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 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. **Computer program** means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send **electronic data**.
2. **Computer system** means:
  - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
  - b. Systems and applications software; and
  - c. Related communications networks;by which **electronic data** is collected, transmitted, processed, stored or retrieved.
3. **Counterfeit money** means an imitation of **money** which is intended to deceive and to be taken as genuine.
4. **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.
5. **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.
6. **Electronic data** means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes,

drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

## 7. **Employee:**

### a. 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) Whom you compensate directly by salary, wages or commissions; and
- (c) Whom 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 7.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;

#### (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 7.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**; or

- (b) Your director or trustee while that person is engaged in handling **money, securities or other property** of any **employee benefit plan**;
- (5) Any natural person who is a former **employee, partner, member, manager**, director or trustee retained by you as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties;
- (7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and
- (8) Any natural person who is your **manager**, director or trustee 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. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. **Employee benefit plan** means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

9. **Financial institution** means:

- a. With regard to Insuring Agreement A.3.:
  - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
  - (2) An insurance company.
- b. With regard to Insuring Agreement A.6.:
  - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
  - (2) An insurance company; or
  - (3) A stock brokerage firm or investment company.

10. **Financial institution premises** means the interior of that portion of any building occupied by a **financial institution**.

11. **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.

12. **Fraudulent instruction** means:

- a. With regard to Insuring Agreement A.6.a.(2):
  - (1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a **financial institution** to debit your **transfer account** and to transfer, pay or deliver **money** or **securities** from that **transfer account**, which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
  - (2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a **financial institution** directing the **financial institution** to debit your **transfer account** and to transfer, pay or deliver **money** or **securities** from that



**transfer account**, through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

- (3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction purports to have been issued by an **employee**, but which in fact was fraudulently issued by someone else without your or the **employee's** knowledge or consent.

- b. With regard to Insuring Agreement A.6.b.:

A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an **employee** to enter or change **electronic data** or **computer programs** within a **computer system** covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

13. **Manager** means a natural person serving in a directorial capacity for a limited liability company.
14. **Member** means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a **manager**.
15. **Messenger** means you, or your relative, or any of your partners or **members**, or any **employee** while having care and custody of property outside the **premises**.

16. **Money** means:

- a. Currency, coins and bank notes in current use and having a face value;
- b. Traveler's checks and money orders held for sale to the public; and
- c. In addition, includes:

- (1) Under Insuring Agreements A.1. and A.2., deposits in your account at any financial institution; and
- (2) Under Insuring Agreement A.6., deposits in your account at a **financial institution** as defined in Paragraph F.9.b.

17. **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.l.

- 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.l.

- 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.l.

18. **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.
19. **Premises** means the interior of that portion of any building you occupy in conducting your business.
20. **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.
21. **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**.
22. **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**.
23. **Theft** means the unlawful taking of property to the deprivation of the Insured.
24. **Transfer account** means an account maintained by you at a **financial institution** from which you can initiate the transfer, payment or delivery of **money** or **securities**:
  - a. By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
  - b. By means of written instructions (other than those covered under 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.
25. **Watchperson** means any person you retain specifically to have care and custody of property inside the **premises** and who has no other duties.

# INLAND MARINE

Inland Marine

**IM**

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

INLAND MARINE DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF INSURANCE OR LIABILITY OR AMOUNTS OF INSURANCE AND ENDORSEMENTS SHOWN BELOW.

~~OTHER INLAND MARINE - COMMERCIAL ARTICLES FLOATER 135302 11 84REV~~

DECLARATIONS

1. FINE ARTS

( ) PER SCHEDULE ON FILE WITH THE COMPANY ( ) PER SCHEDULE ATTACHED DEDUCTIBLE \$ \_\_\_\_\_

LOC. AMOUNT OF INSURANCE LOC. AMOUNT OF INSURANCE \$ \$

2. CAMERAS, PROJECTION MACHINES, FILMS AND RELATED EQUIPMENT

( ) PER SCHEDULE ON FILE WITH COMPANY ( ) PER SCHEDULE ATTACHED DEDUCTIBLE \$ \*

AMOUNT OF INSURANCE \$ \* - COINSURANCE IS 80%.

3. MUSICAL INSTRUMENTS AND RELATED EQUIPMENT

( ) PER SCHEDULE ON FILE WITH COMPANY ( ) PER SCHEDULE ATTACHED DEDUCTIBLE \$ \*

AMOUNT OF INSURANCE \$ \* - COINSURANCE IS 80%

4. D.J. EQUIPMENT

( ) PER SCHEDULE ON FILE WITH COMPANY ( ) PER SCHEDULE ATTACHED DEDUCTIBLE \$ \*

AMOUNT OF INSURANCE \$ \* - COINSURANCE IS 80%

\* PER MEMORANDUM

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PORTFOLIO POLICY (R)

**ENDORSEMENTS**

001 SPECIAL ENDORSEMENT

A. AS RESPECTS COVERAGE PROVIDED FOR EQUIPMENT, TAPES, COMPACT DISCS, LONG PLAYS, KARAOKE DISCS, WE SHALL NOT BE LIABLE FOR MORE THAN THE AMOUNT STATED ON THE APPLICATION FOR EACH ITEM LISTED OR FOR MORE THAN THE TOTAL LISTED OR FOR MORE THAN THE TOTAL LISTED FOR EACH CATEGORY OF TAPES, COMPACT DISCS.

B. AS RESPECTS COVERAGE FOR SOME TAPES, LONG PLAYS OR KARAOKE DISCS WE WILL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT STATED FOR EACH CATEGORY ON THE APPLICATION BEARS TO (EIGHTY) 80% OF THE TOTAL REPLACEMENT COST OF THE TAPES, COMPACT DISCS, LONG PLAYS OR KARAOKE DISCS INSURED AT THE TIME OF LOSS.

C. AS RESPECTS COVERAGE UNDER THE COMMERCIAL ARTICLES FORM THE DEDUCTIBLE IS AMENDED TO READ:

\$500 AS RESPECTS LOSS CAUSED BY THEFT OF TAPES, COMPACT DISCS LONG PLAYS OR KARAOKE DISCS.

D. WE WILL NOT PAY FOR ANY LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGREGATED BY THEFT OR ATTEMPTED THEFT OF ANY COVERED PROPERTY FROM ANY UNATTENDED VEHICLE (INCLUDING TRAILER) UNLESS ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

01. AT THE TIME OF THE LOSS, THE COVERED PROPERTY WAS CONTAINED WITHIN A FULLY ENCLOSED, LOCKED AND SECURED BODY OR COMPARTMENT OF THE VEHICLE (INCLUDING TRAILER); AND
02. AT THE TIME OF THE LOSS, THE VEHICLE (INCLUDING TRAILER) HAD AN AUDIBLE ALARM WHICH WAS FULLY OPERATIONAL AND "ARMED"
03. THE THEFT RESULTED FROM FORCIBLE ENTRY OR EXIT AS EVIDENCED BY VISIBLE MARKS OF FORCIBLE ENTRY OR EXIT.

E. AS RESPECTS PROPERTY COVERAGE UNDER THIS POLICY, ANY PROPERTY THAT IS LOANED, RENTED OR GIVEN TO OTHERS IS NOT COVERED. THIS

EXCLUSION DOES NOT APPLY TO EQUIPMENT THE INSURED DISC JOCKEY, PHOTOGRAPHER, OR EVENT PLANNER PROVIDES TO HIS/HER EMPLOYEES OR SUBCONTRACTORS PERFORMING AT A VENUE ON BEHALF OF THE INSURED DISC JOCKEY, PHOTOGRAPHER, VIDEOGRAPHER OR EVENT PLANNER. ALSO, THIS EXCLUSION DOES NOT APPLY TO "THE NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC" PROGRAM.

F. RAVE EXCLUSION

NO PROPERTY COVERAGE IS PROVIDED UNDER THIS POLICY FOR ANY EVENT

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PORTFOLIO POLICY (R)

ENDORSEMENTS

001 SPECIAL ENDORSEMENT  
CONSIDERED TO BE A RAVE OR A RAVE-LIKE EVENT.

G. PROMOTER EXCLUSION

NO PROPERTY COVERAGE IS PROVIDED UNDER THIS POLICY FOR ANY EVENT UNLESS THERE EXISTS A PROPERLY EXECUTED WRITTEN CONTRACT BETWEEN THE INSURED DISC JOCKEY AND THE PERSON OR ENTITY RESPONSIBLE FOR THE PROMOTING, ORGANIZING, MANAGING OR OTHERWISE CONTROLLING THE EVENT. THERE IS NO COVERAGE FOR ANY EVENT PROMOTED, ORGANIZED, MANAGED, OR OTHERWISE CONTROLLED BY ANY INSURED DISC JOCKEY, PHOTOGRAPHER, VIDEOGRAPHER OR EVENT PLANNER.

002 AMENDMENT OF FORM 135302  
COMMERCIAL ARTICLES FLOATER

AS RESPECTS TO FORM 135302 11 84REV UNDER EXCLUSIONS, CAUSES OF LOSS WE DO NOT COVER, ITEM 2.A. IS AMENDED TO INCLUDE UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OR SHORTAGE FOUND UPON TAKING INVENTORY OR LOSS CAUSED BY DISHONEST ACTS OF EMPLOYEES.

003 AMENDMENT OF CONDITIONS

AS RESPECTS TO GENERAL CONDITIONS, FORM 140559, B. LOSS ADJUSTMENT LOSS ADJUSTMENT PROVISIONS, ITEM 3. VALUATION, IS AMENDED AS FOLLOWS

AT REPLACEMENT COST (WITHOUT DEDUCTION FOR DEPRECIATION)

(A) YOU MAY MAKE A CLAIM FOR LOSS OR DAMAGE COVERED BY THIS INSURANCE ON AN ACTUAL CASH VALUE BASIS INSTEAD OF ON A REPLACEMENT COST BASIS. IN THE EVENT YOU ELECT TO HAVE LOSS OR DAMAGE SETTLED ON ACTUAL CASH BASIS, YOU MAY STILL MAKE A CLAIM ON A REPLACEMENT COST BASIS IF YOU NOTIFY US OF YOUR INTENT TO DO SO WITHIN 180 DAYS AFTER THE LOSS OR DAMAGE.

(B) WE WILL NOT PAY ON A REPLACEMENT COST BASIS FOR ANY LOSS OR OR DAMAGE:  
(1.) UNTIL THE LOST OR DAMAGED PROPERTY IS ACTUALLY REPAIRED OR REPLACED; AND  
(2.) UNLESS THE REPAIRS OR REPLACEMENT ARE MADE AS SOON AS REASONABLY POSSIBLE AFTER THE LOSS OR DAMAGE.

(C) WE WILL NOT PAY MORE FOR LOSS OR DAMAGE ON A REPLACEMENT

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PORTFOLIO POLICY (R)

ENDORSEMENTS

003 AMENDMENT OF CONDITIONS

COST BASIS THAN THE LEAST OF:

- (1.) THE COST TO REPLACE THE LOST OR DAMAGED PROEPRTY WITH OTHER PROPERTY;
  - A.) OF COMPARABLE MATERIAL AND QUALITY; AND
  - B.) USED FOR THE SAME PURPOSE; OR
- (2.) THE AMOUNT YOU ACTUALLY SPEND THAT IS NECESSARY TO REPAIR OR REPLACE THE LOST OR DAMAGED PROPERTY.

(D) WE WILL NOT PAY MORE THAN THE LIMIT OF INSURANCE SHOWN IN THE DECLARATION FOR SUCH PROPERTY.

004 NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC PROGRAM - COVERAGE EXTENSION ENDORSEMENT

A. "VALUABLE PAPERS AND RECORDS"

WE COVER THE VALUABLE PAPERS AND RECORDS YOU USE IN YOUR BUSINESS AGAINST LOSS FROM A CAUSE OF LOSS WE COVER AT THE COVERED LOCATION WHERE THE LOSS OCCURS. SUCH PAPERS AND RECORDS INCLUDE BOOKS, MAPS, FORMS, DRAWINGS, ABSTRACTS, DEEDS, MORTGAGES OR MAGNETC MEDIA AND FILM, NEGATIVES, DISC, SLIDES, PHOTOGRAPHS AND VIDEO TAPE. WE ONLY COVER THEM WHILE THEY ARE IN THAT PART OF THE BUILDING WHICH YOU OCCUPY AT THE COVERED LOCATION.

WE WILL PAY THE RESEARCH AND OTHER COSTS NECESSARY TO REPRODUCE, REPLACE OR RESTORE SUCH PAPERS AND RECORDS.

WE WILL NOT PAY MORE THAN \$25,000 FOR THIS COVERAGE SUBJECT TO THE DEDUCTIBLE SHOWN IN THE DECLARATIONS.

B. "ACCOUNTS RECEIVABLE"

WE COVER YOUR RECORDS OF BALANCE OWED YOU BY YOUR CUSTOMERS WHILE RECORDS ARE AT A COVERED LOCATION. WE COVER SUCH RECORDS AGAINST LOSS FROM A CAUSE OF LOSS WE COVER AT THE LOCATION WHERE THE LOSS OCCURS.

WE WILL PAY THE FOLLOWING WHEN THEY RESULT FROM LOSS OR DAMAGE TO THESE RECORDS:

- (1) SUMS OWED YOU BY CUSTOMERS WHICH YOU CANNOT COLLECT;
- (2) INTEREST CHARGES YOU MUST PAY ON LOANS OBTAINED TO OFFSET IMPAIRED COLLECTIONS
- (3) THAT PART OF YOUR COLLECTION COSTS THAT EXCEEDS YOUR NORMAL

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PORTFOLIO POLICY (R)

ENDORSEMENTS

004 NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC PROGRAM  
- COVERAGE EXTENSION ENDORSEMENT  
COSTS;

(4) OTHER COSTS YOU REASONABLY INCUR TO RESTORE YOUR RECORDS.

WE WILL NOT PAY MORE THAN \$25,000 FOR THIS COVERAGE SUBJECT TO THE DEDUCTIBLE SHOWN IN THE DECLARATIONS.

C. "ELECTRONIC DATA PROCESSING COVERAGE"

WE COVER ELECTRONIC DATA PROCESSING SYSTEMS INCLUDING EQUIPMENT AND COMPONENT PARTS AND DATA, MEDIA (INCLUDING UNUSED MEDIA) OR COMPUTER PROGRAMS AS DEFINED IN ITEM E. OF THIS FORM, YOUR PROPERTY OR THE PROPERTY OF OTHERS LEASED, RENTED OR UNDER YOUR CONTROL AND FOR WHICH YOU ARE LIABLE.

WE WILL NOT PAY MORE THAN \$10,000 FOR THIS COVERAGE SUBJECT TO THE DEDUCTIBLE SHOWN IN THE DECLARATIONS.

D. "EXTRA EXPENSE, EXPEDITING AND LOSS ADJUSTEMENT EXPENSE"

WHEN A LOSS COVERED BY THIS POLICY OCCURS, WE WILL PAY THE EXTRA EXPENSE YOU NECESSARILY INCUR TO CONTINUE OR RESUME YOUR NORMAL BUSINESS OPERATIONS. WE WILL PAY ONLY THAT PART OF THE TOTAL EXPENSE THAT EXCEEDS THE AMOUNT WHICH ORDINARILY WOULD HAVE BEEN INCURRED TO CONDUCT YOUR BUSINESS. WE WILL NOT BE LIABLE FOR ANY LONGER PERIOD OF TIME THAN IS NECESSARILY REQUIRED TO REBUILD, REPAIR OR REPLACE THE DAMAGED PROPERTY. THIS PERIOD OF TIME IS NOT LIMITED BY EXPIRATION DATE OF THE POLICY.

WE WILL ALSO PAY THE REASONABLE COST YOU INCUR TO EXPEDITE REPAIRS TO COVERED PROPERTY. THIS INCLUDES PAYMENT OF OVERTIME WAGES AND THE EXTRA COST OF EXPRESS OR OTHER RAPID MEANS OF TRANSPORTATION

WE WILL ALSO PAY THE EXTRA WAGES YOU PAY YOUR EMPLOYEES FOR PREPARING INVENTORIES AND OTHER LOSS DATA FOR COMPLETING YOUR PROOF OF LOSS. WE DO NOT COVER ANY OTHER EXPENSES INCURRED IN PREPARING OR SUBMITTING CLAIMS.

WE WILL NOT PAY MORE THAN \$10,000 FOR THIS COVERAGE.

"WORDS AND PHRASES WITH SPECIAL MEANING"

"WE" OR "US" MEANS THE INSURANCE COMPANY PROVIDING THIS COVERAGE NAMED IN THE DECLARATIONS OF THIS COVERAGE.



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PORTFOLIO POLICY (R)

ENDORSEMENTS

004 NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC PROGRAM  
- COVERAGE EXTENSION ENDORSEMENT

"YOU" MEANS THE PARTY OR ENTITY NAMED AS INSURED IN THE DECLARATIONS APPLICABLE TO THIS COVERAGE.

"LOSS" MEANS DIRECT ACCIDENTAL LOSS OR DAMAGE FROM EXTERNAL CAUSES.

"COVERAGE" MEANS THE INSURANCE PROVIDED BY THIS ENDORSEMENT.

"DATA" MEANS FACTS, CONCEPTS OR INSTRUCTIONS WHICH ARE CONVERTED TO FORM USABLE IN YOU DATA PROCESSING OPERATIONS, INCLUDING COMPUTER PROGRAMS.

"MEDIA" MEANS MATERIAL ON WHICH DATA ARE RECORDED.

"COMPUTER PROGRAMS" MEANS DATA USED TO DIRECT COMPUTER EQUIPMENT, INCLUDING DIAGRAMS OR OTHER RECORDS WHICH CAN BE USED TO REPRODUCE PROGRAMS.

F. "EXCLUSIONS"

SEE APPLICABLE "CAUSES OF LOSS WE DO NOT COVER" FOR THIS COVERAGE PART.

COVERAGE PROVIDED BY THIS COVERAGE EXTENSION ENDORSEMENT APPLIES TO ONLY NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS INC. OFFICES AND IS NOT AVAILABLE TO INDIVIDUAL MEMBERS.

005 RESUMPTION OF OPERATION ENDORSEMENT  
PPF-D 07 91

COVERAGE PROVIDED UNDER THE ENTERTAINMENT EQUIPMENT FORM ATTACHE TO THIS SUPPLEMENTAL POLICY IS HEREBY EXTENDED AS FOLLOWS:

1. SUBJECT OF INSURANCE AND PERILS INSURED

IF THERE IS LOSS TO THE EQUIPMENT SPECIFIED IN THE DECLARATIONS AS A RESULT OF A PERIL INSURED BY THIS POLICY THE COMPANY SHALL BE LIABLE FOR SUCH EXPENSE AS MAY BE NECESSARILY INCURRED IN THE RENTAL OF SUBSTITUTE EQUIVALENT EQUIPMENT IN ORDER TO CONTINUE THE NORMAL CONDUCT OF THE INSURED'S BUSINESS. THE COMPANY'S LIABILITY FOR SUCH EXPENSE SHALL NOT EXCEED THE AMOUNT INCURRED DURING THE PERIOD:

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PORTFOLIO POLICY (R)

ENDORSEMENTS

005 RESUMPTION OF OPERATION ENDORSEMENT  
PPF-D 07 91

- (A) COMMENCING WITH THE DATE OF LOSS OR THE EXPIRATION OF ANY WAITING PERIOD SPECIFIED IN THE DECLARATIONS, WHICHEVER OCCURS LAST, AND
- (B) ENDING WHEN SUCH EQUIPMENT HAS BEEN, OR IN THE EXERCISE OF DUE DILIGENCE AND DISPATCH SHOULD HAVE BEEN, REPAIRED OR REPLACED BY THE INSURED, WHICHEVER OCCURS FIRST.

COVERAGE FOR LOSS UNDER THIS ENDORSEMENT SHALL NOT BE LIMITED BY THE EXPIRATION OF THIS POLICY.

2. LIMIT OF LIABILITY

THE COMPANY'S LIABILITY UNDER THIS ENDORSEMENT SHALL NOT EXCEED THE LIMIT OF LIABILITY SHOWN IN THE DECLARATION SUBJECT TO THE MEASURE OF RECOVERY SPECIFIED IN THE DECLARATIONS.

3. DEDUCTIBLE

EACH LOSS SEPARATELY OCCURRING SHALL BE ADJUSTED SEPARATELY. FROMOM THE AMOUNT OF EACH LOSS OR APPLICABLE LIMIT OF LIABILITY SHOWN IN N THE DECLARATIONS, WHICHEVER IS THE LESSER, THE DEDUCTIBLE AMOUNT SPECIFIED IN THE DECLARATION SHALL BE DEDUCTED.

4. WAITING PERIOD

THE WAITING PERIOD BEGINS WHEN THE LOSS HAS BEEN REPORTED TO THE COMPANY AND CONTINUES FOR THE NUMBER OF HOURS OR DAYS SHOWN IN THE DECLARATIONS WHILE RENTAL EXPENSES IS BEING PAID. FOR THE PURPOSES OF THIS ENDORSEMENT, DAY(S) SHALL BE A PERIOD OF TWENTY-FOUR (24) CONSECUTIVE HOURS IN WHICH OPERATIONS OF THE INSURED ARE USUALLY PERFORMED.

RESUMPTION OF OPERATIONS

IT IS A CONDITION OF THIS ENDORSEMENT THAT, AS SOON AS PRACTICABLE AFTER ANY LOSS, THE INSURED SHALL RESUME OPERATION OF THE PROPERTY HEREIN DESCRIBED AND, INsofar AS POSSIBLE, REDUCE OR DISPENSE WITH SUCH ADDITIONAL EXPENSES AS ARE BEING INCURRED.

SUBSTITUTION CLAUSE

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PORTFOLIO POLICY (R)

ENDORSEMENTS

005 RESUMPTION OF OPERATION ENDORSEMENT  
PPF-D 07 91

IT IS AGREED THAT THE INSURED WILL SUBSTITUTE OTHER EQUIVALENT EQUIPMENT AT HIS DISPOSAL IF ANY SUCH EQUIPMENT IS IDLE.

006 COINSURANCE CLAUSE

COINSURANCE IS AT 90% PER ITEMS RECORDED ON FLOATER COVERAGE.

007 REPLACEMENT COST VALUATION

VALUATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL ARTICLES FLOATER

LOSS ADJUSTMENT PROVISION B. 3. VALUATION IN THE COMMERCIAL INLAND MARINE CONDITIONS IS DELETED AND REPLACED BY THE FOLLOWING:

B. 3. VALUATION

THE VALUE OF PROPERTY WILL BE THE LEAST OF THE FOLLOWING AMOUNTS:

1. THE AMOUNT SHOWN IN THE SCHEDULE;
2. THE FULL COST OF REPAIR OR REPLACEMENT, WITHOUT DEDUCTION FOR DEPRECIATION OR BETTERMENT, IF REPAIRED OR REPLACED WITH DUE DILIGENCE AND DISPATCH, AND IN NO EVENT, UNLESS REPAIR OR REPLACEMENT IS COMPLETED WITHIN ONE YEAR FROM THE DATE OF LOSS.
3. PROPERTY OF OTHERS FOR WHICH YOU ARE LEGALLY LIABLE, EITHER BY CONTRACT OR MUTUAL AGREEMENT, SHALL BE VALUED AT COMMON MARKET VALUE, IN ACCORD WITH CONTRACTUAL CONDITIONS OR AS YOU ARE OBLIGATED TO PAY BY COMMON LAW.
4. VEHICLES SHALL BE VALUED AT ACTUAL CASH VALUE AS OF THE DATE AND LOCATION OF LOSS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

ENDORSEMENTS

008 ROLLING DATE ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL INLAND MARINE COVERAGE PART

- I. THIS ENDORSEMENT IS APPLICABLE TO ALL COVERAGES OF THIS POLICY.
- II. 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 IN FORCE AT THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY UNTIL SUCH MEMORANDUM OF INSURANCE TERMINATES OR EXPIRES, NOT TO EXCEED TWELVE (12) MONTHS FROM THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY.
- III. A CHANGE TO THIS POLICY ONLY APPLIES TO A MEMORANDUM OF INSURANCE WITH AN INCEPTION DATE AFTER THE EFFECTIVE DATE OF SUCH CHANGE.

THIS ENDORSEMENT IS OTHERWISE SUBJECT TO ALL THE TERMS, CONDITIONS, EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THE POLICY TO WHICH IT IS ATTACHED.

POLICY NUMBER **Refer to Memorandum**

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

# Commercial Articles Coverage Form - CM 00 20 09 00

Policy Amendment(s) Commercial Inland Marine Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and 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 bold face have special meaning.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means:
  - a. Cameras, projection machines, films and related equipment and accessories;
  - b. Musical instruments and related equipment and accessories; and
  - c. Similar property of others that is in your care, custody or control.

### 2. Property Not Covered

Covered Property does not include contraband, or property in the course of illegal transportation or trade.

### 3. Covered Causes of Loss

Covered Causes of Loss means **RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE** to Covered Property except those causes of loss listed in the Exclusions.

## 4. Additional Coverage - Collapse

We will pay for direct loss or damage caused by or resulting from risks of direct physical loss or damage involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the of the construction, remodeling or renovation.

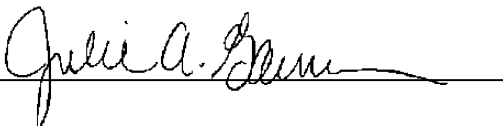
This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

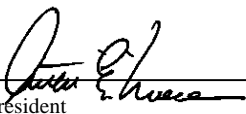
## B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War and 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.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest or criminal act committed by:

- (1) You, any of your partners, employees, directors trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property wherever located.

- d. Collapse except as provided in the Additional Coverage - Collapse section of this Coverage Form.
- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

**C. Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**D. Deductible**

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

**E. Additional Conditions**

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies

to all items that are covered but not individually listed and described.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step a.;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step b.; and
- d. Subtract the deductible from the figure determined in Step c.

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

3. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay for loss or damage is the lesser of:

- a. 25% of the total Limit of Insurance shown in the Declarations for that type of property; or
- b. \$10,000.

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.



# Commercial Articles Floater - 135302 11 84

Policy Amendment - Commercial Inland Marine

Insured

Policy Number

Producer

Effective Date

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## Schedule

1. **Fine Arts**    \_\_\_ Per Schedule on File with the Company    \_\_\_ Per Schedule Attached    Deductibles \$ \_\_\_

Loc.	Amount of Insurance	Loc.	Amount of Insurance
	\$		\$
	\$		\$

2. **Cameras, Projection Machines, Films and Related Equipment**

\_\_\_ Per Schedule on File with the Company    \_\_\_ Per Schedule Attached    Deductible \$ \_\_\_

Amount of Insurance \$

3. **Musical Instruments and Related Equipment**

\_\_\_ Per Schedule on File with the Company    \_\_\_ Per Schedule Attached    Deductible \$ \_\_\_

Amount of Insurance \$

4.

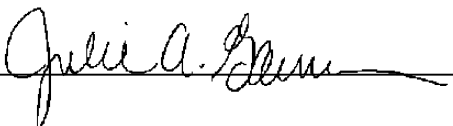
\_\_\_ Per Schedule on File with the Company    \_\_\_ Per Schedule Attached    Deductible \$ \_\_\_

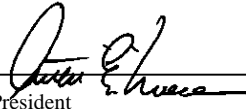
Amount of Insurance \$

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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

This policy covers only the classes of property for which an amount of insurance is shown in the Declarations applicable to this Amendment. The property must be owned by you or in your custody or control.

If Fine Arts are covered, the premium for the coverage has been computed based upon your statement that the property was at the locations shown in the Declarations applicable to this Amendment on the date this coverage became effective.

**1. Causes of Loss We Cover**

We cover all risks of direct physical loss to the covered property from any external cause. We do not cover those causes excluded under CAUSES OF LOSS WE DO NOT COVER or excluded elsewhere in this policy.

**2. Causes of Loss We Do Not Cover**

a. We do not cover loss or damage caused by, or made worse by any of the following:

- (1) wear and tear;
- (2) deterioration, inherent vice or latent defect;
- (3) vermin (birds, rodents, insects or animals);
- (4) seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy;
- (5) from any weapon employing atomic fission or fusion or nuclear reaction or radiation, radioactive contamination, however caused. But we will pay for direct loss or damage caused by fire if the fire is covered under this policy;
- (6) war, including undeclared or civil war; warlike 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,
- (7) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;

(8) illegal transportation or trade.

b. As to Fine Arts, we do not cover loss or damage caused by or made worse by:

- (1) repairing, restoration or retouching;
- (2) or from breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of conveyance, unless such cause is endorsed onto this policy;
- (3) exhibition at fair grounds or on the premises of any national or international exposition unless such event is covered by endorsement to this policy.

3. **Deductible** (applies separately to each category of property covered).

All claims for loss arising out of one occurrence shall be adjusted as one claim and the amount specified in the Declarations shall be deducted from the adjusted loss.

**4. Special Conditions**

a. As to Fine Arts:

You agree that the covered property will be packed and unpacked by competent packers.

We will not pay for more than the amount set opposite the respective articles in the applicable schedules of covered property. The amounts so indicated are agreed to be the value of the articles.

If a total loss occurs to any covered article or articles which are a part of a set, we will pay you the full amount of the value of such set as specified in the applicable schedule, and you agree to surrender the remainder article or articles of the set to us.

b. As to Musical Instruments:

You agree that none of the covered instruments will be played for remuneration during the term of this policy, unless we endorse this

policy and you pay an additional premium to us.

**5. Additionally Acquired Property**

a. As to Fine Arts:

If during the term of this policy you acquire other objects of art, the provisions of this policy shall cover their actual cash value not exceeding 25% of the aggregate amount of the applicable schedule, PROVIDED you report such additional objects within 90 days from the date acquired and pay pro rata additional premium from the date acquired.

b. As to Cameras and Musical Instruments:

If you acquire additional such property, you must report the addition within thirty (30)

days from the date acquired and pay pro rata additional premium from the date acquired. We cover each separate class of such additionally acquired property but for not more than 25% of the amount of insurance on such class exclusive of this provision, or \$10,000, whichever is less. You understand that this policy ceases to cover such additionally acquired property if you do not report it to the Company within the stated thirty (30) day period.

**6. Territorial Limits**

This Insurance covers wherever the property may be located, except that Fine Arts are covered only within the Limits of the Continental United States, the State of Hawaii, Canada and the Commonwealth of Puerto Rico.

# Conditions - 140559 12 86

Commercial Inland Marine Coverage Form

## A. General Conditions

1. **Your name and address** as the Named Insured shall be as specified in the General Declarations.

2. The Policy Period

This policy applies only to loss or damage that occurs during the policy period shown in the General Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time.

3. **The Declarations** shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- the statements in the Declarations are your agreements and representations;
- that this policy is issued in reliance on the truth of such representations.

4. Territorial Limits

Unless a coverage form attached to this policy indicates otherwise, this policy covers only

within the 48 contiguous states of the United States, the District of Columbia and within the states of Alaska and Hawaii.

5. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

6. Abandonment

You may not abandon any covered property to us without our written consent.

7. Civil Authority

We will pay you for your covered property, if covered for the peril of fire, if an order by a civil authority causes your property to be damaged or destroyed during a conflagration in order to retard such disaster.

8. Suit

You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the occurrence giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

## B. Loss Adjustment Provisions

1. Your Duties After Loss

If a loss occurs which this policy may cover, you must see that the following duties are performed:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

a. Notice of Loss

You must tell us in writing as soon as practical after loss or damage has occurred to your covered property, or after any occurrence that may develop into a claim. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the occurrence.

b. Protect Property

You shall do what is reasonably necessary to minimize the loss or damage and to protect the covered property from any further loss or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have done this.

2. Examination Under Oath

Before recovering from us for any loss, you shall, if we request:

- a. Permit us to inspect and appraise the damaged property before it is repaired or disposed of;
- b. be examined under oath;
- c. produce others for examination under oath; and,
- d. comply with any other reasonable request we make.

These requests are for the purpose of examining the loss. They shall not mean that we admit liability for any loss or damage.

3. Valuation

If a loss occurs, we will determine the value of the lost or damaged property at its actual cash value, with proper deduction for depreciation, as of the time of loss or damage. We will not pay you more than it would cost to repair or replace the covered property with material of like kind and quality. We will not pay you for any part of the loss or damage

that you have collected from any other source.

4. Settlement of Loss

We will settle substantiated claims within 30 days of our receipt of your statement of loss. We will supply you with the necessary forms.

5. No Benefit to Bailee

No person or organization, other than you, that has custody of the covered property, shall benefit from this insurance.

6. Subrogation

If any person or organization to whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to aid us in any recovery and to protect our rights. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss.

7. Loss Clause

If you have a loss other than a total loss, we will not reduce the amount of your coverage. However, if you have a total loss, the amount of your coverage shall be reduced by the amount of the item that was lost or destroyed. We will return to you the unearned premium from the date of loss to the end of the current policy period or rating period for which the premium was charged, whichever comes first. You may also request us to apply that unearned premium to the premium due on any item(s) replacing that which was lost or destroyed and for which we have paid a claim.

8. Pair, Set or Parts

If you have a loss to your covered property that is part of a pair or set, we will pay you only 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.

If you have a loss to covered property that is a piece or pieces which belong to something that when complete consists of several parts, we will pay only for the part(s) that are lost or damaged.

9. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

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

10. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

11. Other Insurance

The coverage provided by this policy shall apply only as excess insurance over any other valid and collectible insurance or coverage that applies to the covered property.

12. Impairment of Recovery Rights

If you do anything after a loss that impairs or precludes your right to recover from any other party who may be liable for the loss or damage, we will not pay you. We may also refuse to pay if you make any settlement or

agreement on a loss without our written consent.

13. Recovery

If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.

14. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

**C. Additional Losses We Do Not Cover**

In addition to Causes of Loss We Do Not Cover under this policy, the Governmental Action and Nuclear Hazard Exclusions that follow will apply to coverage under this policy regardless of other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses may appear in this policy. If however, the other clauses, if any, specifically assume these risks, then such other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses shall apply and the following clauses will not apply.

1. Government Action.

We do not cover loss or damage caused by or resulting from seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy.

2. Nuclear Hazard

We do not cover loss or damage caused by any weapon employing atomic fission or fusion or nuclear reaction or radiation, or radioactive contamination, however caused. But we will pay for direct loss or damage caused by resulting fire if the fire is covered under this policy.

3. War and Military Action

We do not cover loss or damage caused by or resulting from:

- 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.

4. Illegal Transport or Trade

We do not cover loss or damage caused by or resulting from illegal transportation or trade.

**D. Definitions**

Throughout this policy the terms **you** and **your** mean the person or organization shown in the

General Declarations or coverage Declarations as the Named Insured. **You** and **your** includes partners acting as such when the Named Insured is a partnership and executive officers, directors and stockholders acting as such when the Named Insured is a corporation. **We, us** and **our** mean the Company issuing this policy. The term **policy** means this Property Floater and the coverage forms and endorsements attached to it.

**E. Special State Provisions**

**KANSAS. Suit.** If this policy is issued in the State of Kansas, the words **five (5) years** are substituted for the words **twelve (12) months** in Condition A.8.

**TEXAS. Notice of Loss and Suit.** If this supplemental policy is issued in the State of Texas, the words **ninety-one (91)** are substituted for the word **ninety (90)** in Condition B.1.a. and the words **two (2) years and one (1) day** are substituted for the words **twelve (12) months** in Condition A.8.

**In Witness Whereof**, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

# Debris and Pollutant Removal Policy Amendment - 140866 02 86

Policy Amendment

Your policy is amended as follows:

1. The following Extension of Coverage is added. If your policy does not provide coverage for debris removal, this Extension of Coverage adds debris removal coverage. If your policy does provide debris removal coverage, any other debris removal coverage provided by your policy is deleted and replaced by this Extension of Coverage.

**Debris Removal.** We will pay your reasonable cost to remove the debris of insured property caused by or resulting from an insured peril which occurs during the policy period.

This coverage only applies if no later than 180 days from the date of loss or the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

We will pay up to 25% of the sum of:

- (1) the direct physical loss otherwise payable under the policy, and
- (2) the deductible.


Payments under this Debris Removal coverage will not increase the Limit of Liability applicable to the insured property.

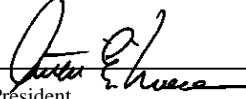
**Debris Removal Additional Limit.** If your cost for debris removal exceeds the amount we pay under the Limit of Liability applicable to the insured property, we will pay up to the lesser of:

- (1) 10% of the applicable Limit of Liability; or
- (2) \$100,000

as an Additional Limit of Liability for debris removal.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

We will not pay:

- (1) the cost to extract **POLLUTANTS** from land or water (except as provided under **Pollutant Removal** below);
- (2) the cost to repair, replace or restore property damaged or destroyed by debris removal;
- (3) the cost to remove debris from any location used for handling, treatment, storage or disposal of waste unless the policy is extended to cover property at that specifically identified location.

2. The following Extension of Coverage is added:

**Pollutant Removal.** We will pay your reasonable cost to extract **POLLUTANTS** from land or water. The release, discharge or dispersal of the **POLLUTANTS** must result from an insured loss and must occur during the policy period.

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 cost to us in writing.

The most we will pay in any one loss is the lesser of:

- (1) 10% of the applicable Limit of Liability; or
- (2) \$10,000

Under this Extension of Coverage, the most we will pay for all claims for 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.

We will not pay:

- (1) the cost to repair, replace or restore property damaged or destroyed by extraction of **POLLUTANTS** ;
- (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;
  - (c) at any location if the **POLLUTANTS** arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

The Coinsurance provision, if any, in this policy does not apply to this Extension of Coverage.

3. The following exclusions are added:

#### **Ordinance or Law.**

We do not cover loss or damage caused 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.

#### **Pollutants.**

We do not cover loss or damage caused by or resulting from the release, discharge or dispersal of **POLLUTANTS** unless the release, discharge or dispersal is caused by one of the perils listed below applying to the insured property. But we do cover loss caused by any of the following perils which results from the release, discharge or dispersal of **POLLUTANTS** .

Perils: Fire or Lightning;  
Explosion;  
Aircraft or Vehicles;  
Windstorm or Hail;  
Riot or Civil Commotion;  
Leakage from Fire Extinguishing Equipment;  
Volcanic Action;  
Vandalism or Malicious Mischief;  
Collision, upset or overturn of a transporting vehicle.

4. For the purpose of this Endorsement, **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.

# BUSINESS AUTO

Business Auto

**AU**

POLICY NUMBER Refer to Memorandum

NAMED INSURED  
Refer to Memorandum

PORTFOLIO POLICY (R)

**BUSINESS AUTO POLICY DECLARATIONS**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

**ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**  
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

COVERAGES	LIMITS
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE	Refer to Memorandum

COVERAGES	SYMBOLS - COVERED AUTO DESCRIPTION (SEE SECTION I, PARAGRAPH A AND B)
LIABILITY COVERAGE	8. HIRED AUTOS ONLY 9. NON-OWNED AUTOS ONLY

**ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY**

LIMITED MEXICO COVERAGE (CA 01 21 10 13)

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM  
(CA 70 78 01 06R)

ADDITIONAL INSURED AMENDMENT (CA 70 84 10 14)

**SUPPLEMENTARY STATE ENDORSEMENTS**

**CALIFORNIA**

CALIFORNIA CHANGES (CA 01 43 10 13)

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE

CA7003 EXPLANATION OF PREMIUM BASIS (CA 70 03 10 01)

001 ROLLING DATE ENDORSEMENT

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM CA0001-10-13

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER AUTOMOBILE COVERAGE (CONTINUED)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

- I. THIS ENDORSEMENT IS APPLICABLE TO ALL COVERAGES OF THIS POLICY
- II. 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 IN FORCE AT THE DATE OF TERMINATION OR EXPIRATION OF THIS POLICY UNTIL SUCH MEMORANDUM OF
- III. A CHANGE TO THIS POLICY ONLY APPLIES TO A MEMORANDUM OF INSURANCE WITH AN INCEPTION DATE AFTER THE EFFECTIVE DATE OF SUCH CHANGE

THIS ENDORSEMENT IS OTHERWISE SUBJECT TO ALL THE TERMS, CONDITIONS, EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THE POLICY TO WHICH IT IS ATTACHED.

# Business Auto Coverage Form - CA 00 01 10 13

Policy Amendment(s) Commercial 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
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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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

9. = NON-OWNED 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.

#### 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 indicate that Comprehensive Coverage is provided for any covered **auto**;

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered **auto**; or

- (3) Collision only if the Declarations indicate 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. **Limit 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.

#### D. **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.

# Limited Mexico Coverage - CA 01 21 10 13

Policy Amendment(s) Commercial Auto Dealers Coverage Form - Business Auto Coverage Form  
Motor Carrier Coverage Form

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 this endorsement.

## Schedule

Mexico Coverage	\$	Premium
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

#### A. Coverage

- Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- Accidents** or **losses** occurring within 25 miles of the United States border; and
- Trips into Mexico of 10 days or less.

- The **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- Physical Damage Coverage** is amended by the addition of the following:

If a **loss** to a covered **auto** occurs in Mexico, we will pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such **loss** at the nearest United States point where the repairs can be made.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

C. **Additional Exclusions**

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

1. If the covered **auto** is not principally garaged and principally used in the United States.
2. To any **insured** who is not a resident of the United States.

# Explanation of Premium Basis - CA 70 03 10 01

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form

When used as a premium basis:

## 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.

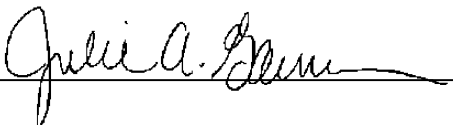
## C. For Rental or Leasing Concerns

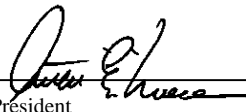
Gross receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

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

Policy Amendment(s) Commercial Business Auto Coverage Form - Business Auto Physical Damage Coverage Form - Garage Coverage Form - Motor Carrier Coverage Form - Single Interest Automobile Physical Damage Insurance Policy

This endorsement modifies insurance provided under the following:

- Business Auto Coverage Form
- Business Auto Physical Damage Coverage Form
- Garage Coverage Form
- Motor Carrier Coverage Form
- Single Interest Automobile Physical Damage Insurance Policy

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

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:

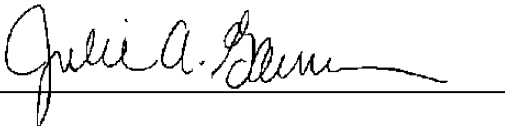
- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. **Any injury, 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.

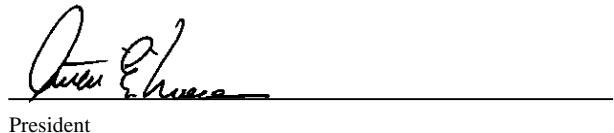
B. The following exclusion is added:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

### **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, 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**:

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.
- A. In the event of any incident of **terrorism** that is not subject to this Exclusion, coverage does not apply to **any injury, damage, loss or expense** that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

# **Additional Insured Amendment - CA 70 84 10 14**

Policy Amendment(s)

**This endorsement modifies insurance provided under the following:**

## **Business Auto Coverage Form**

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

**Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
  - (a) You executed the **insured contract** or written agreement; or
  - (b) The permit has been issued to you.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy



# Completion of Auto Rates and Premiums - 600053E 04 12

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

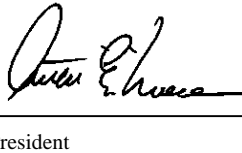
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Information required to complete this Schedule, if not shown below, will be shown in the Declarations.

Covered Autos	Exposure	Rates BI & PD	Premiums BI & PD
A. Non Owned Autos 660100	No. of Employees		
B. Hired Autos 661900	Cost of Hire		
(a) Local	T.B.D.		
(b) Long Haul	If any		

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

POLICY NUMBER Refer to Memorandum

NAMED INSURED

Refer to Memorandum

PORTFOLIO POLICY (R)

**COVERAGE IS PROVIDED BY:**

THE AMERICAN  
INSURANCE COMPANY  
NOVATO, CA 94998  
A STOCK INSURANCE CO. (18)



## Policyholder Message - 385542 02 12

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### 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:

Fireman's Fund Insurance Companies  
Customer Support Central  
777 San Marin Drive  
Novato, CA 94998

Phone: 1-866-386-3932

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.



## Notice to Policyholders - 385769 01 97

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### **Florida Risk Management Program Services**

The Fireman's Fund Insurance Companies are pleased to inform you, our policyholder, that we have a comprehensive Risk Management Program available which includes a broad range of loss prevention services.

The Fireman's Fund Loss Control Department provides services based on need as indicated by the size, hazard, and accident experience of your company. These services, including written guidelines for your development of your own Risk Management Plan, are provided at no charge upon your request. The services available may also include:

1. Survey of premises and operations
2. Training of supervisory personnel in safety management techniques
3. Safety management counseling services

Fireman's Fund Insurance has a staff of technically trained safety consultants prepared to help you. Simply contact the Fireman's Fund Loss Control Department if you need assistance.

Fireman's Fund Insurance Company  
4301 Anchor Plaza Pkwy, 2nd Floor  
Tampa, FL 33634

Attn.: Stan Naylor

Phone: 1-888-527-6872

### **Please Note:**

Provision of any or all of the above Risk Management Services in no way implies the existence of any coverage of any risk, hazard, or liability not otherwise specifically provided by your insurance policy.



## Notice to Wisconsin Policyholders - 385810 04 93

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**Insured:** Refer to Memorandum

**Policy Number:** Refer to Memorandum

**Producer:** R.V. NUCCIO & ASSOC INC

**Effective Date:** Refer to Memorandum

**Insured Requested Cancellation Date**

According to the provisions of Wisconsin Administrative Code, Rule Ins. 6.10, we must inform you that if you elect to cancel your policy for any reason prior to the expiration date you will incur a substantial penalty.

You are entitled to a 10 day advance written notice of our intent to return a premium that is less than the pro rata unearned premium.



## Policyholder Message - 385827 01 09

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### FLORIDA - EMPATF SURCHARGE

A Message for Our Customers in Florida . . .  
Emergency Management, Preparedness and Assistance Trust Fund (EMPATF)

As instructed by Florida State Legislature Statute 252.371-.373, in order to provide funds for emergency management, preparedness, and assistance, an annual surcharge of \$4.00 shall be imposed on every new or renewed commercial fire, commercial multiple peril, and business owner's property insurance policy. All proceeds of these surcharges shall be deposited in the Emergency Management, Preparedness, and Assistance Trust Fund [hereinafter Trust Fund], and a portion of the proceeds shall be distributed to counties and municipalities for the purpose of funding local emergency management agencies and programs.

Your policy declarations page shows your premium owed plus any surcharge amounts owed. The surcharge amount is displayed on your declarations page with the identification of "FLORIDA EMPATF SURCHARGE". As always, we are committed to keeping you informed and we encourage you to contact your Fireman's Fund representative if you have any questions about the surcharge, your policy, or your premium.



## **New Mexico - Important Information to Our Policyholders - 386276 01 01**

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**Named Insured: Refer to Memorandum**

**Policy Number: Refer to Memorandum**

The Insurance Division of New Mexico enacted a rule requiring insurers to notify policyholders of any Rate Modification or Experience Rating Plans used to calculate premiums. At Fireman's Fund, our philosophy is to provide a fair rate based on the exposure presented. Occasionally, a policyholder presents unusual or preferred risk characteristics that should be reflected in pricing. We utilize these characteristics to apply credits and/or debits, which adjust the standard rate to a level, appropriate to the individual dentist.

Should your policy rating be subject to credits and/or debits, we will advise you, in writing, of the factors and amounts used in the calculation of your premium.

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, premium or coverages, or if you have a claim, please contact your agent.



## Policyholder Message - 386281 12 15

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### CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

(This form was developed by the California Department of Insurance)

Named Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

#### A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

#### COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

**Toll Free (866) 799-3811  
California Department of Consumer Affairs  
Bureau of Automotive Repair  
10949 North Mather Blvd.  
Rancho Cordova, CA 95670**

The Bureau of Automotive Repair can also accept complaints over its web site at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov)

#### COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

**(800) 927-4357 or (213) 897-8921  
California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013**

The California Department of Insurance can also accept complaints over its web site at: [www.insurance.ca.gov](http://www.insurance.ca.gov)





## California Insurance Fees - 386285 07 01

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**Named Insured: Refer to Memorandum**

**Policy Number: Refer to Memorandum**

Your policy premium includes a fee for state-mandated programs -- the Automobile Insurance Consumer Services and two Automobile Fraud Interdiction Programs. For each vehicle insured, California law requires an annual fee of \$1.80 on all new and renewing automobile insurance policies, which is used to fund the programs. This fee is shown on the Declarations page of your policy.

If you'd like to know more about these programs, please contact your Fireman's Fund insurance representative.



## New York Labor Law Section 240 and its Impact to Your Business 386626 10 13

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New York Labor Law Section 240 places the *responsibility for worksite safety* on building owners, tenants and managers who hire contractors or service providers who erect, demolish, repair, alter, paint or clean a building or structure - generally anyone you hire to work on your premises. The law, commonly known as the 'Scaffold Statute', may impose strict liability to you for injuries sustained by contractors or service providers as a result of a fall from height or from falling objects on your premises.

Understanding the applicability of this law, common claim scenarios and best practices for mitigating the risk to you may impact the effectiveness of your overall risk management program and improve the availability and affordability of General Liability insurance coverage in the future.

Liability may be imposed regardless of whether the property owner, tenant or manager exercised any supervision or control over the injured worker at all. Furthermore, the law may not allow you to assert that the injured party was negligent themselves or assumed the risk of injury while on your property.

Because of the complexity of this law and the often severe nature of injuries when a fall from height or falling objects are involved, these claims or suits can often be costly to defend and ultimately pay. Examples of claims or suits subject to New York Labor Law Section 240:

- An employee of an electrical contractor you hire falls off of a ladder while rewiring light fixtures in your leased office building and suffers a brain injury.
- An artist you hire to paint a mural in your office lobby falls from the scaffolding and is seriously injured.
- An employee of a roofing company is injured when a co-worker tosses debris off of the roof while working on your retail complex.
- A technician dies after falling through a skylight while repairing your rooftop air conditioning system.

The allegation of liability in each of these claims was violation of New York Labor Law Section 240, even though the building owner or manager *did not directly supervise or control the worksite*.

### **Best Practices for Managing Your Risk:**

Hiring licensed and experienced contractors and service providers paired with effective risk transfer protocols is the best foundation for managing the additional risk to your business in New York. The following best practices have proven useful in mitigating New York Labor Law exposure:

- Purchase adequate insurance limits. Even with risk transfer opportunities discussed below, claims or suits have historically been very costly. Consult with your agent on liability limits adequate to protect your assets.
- Hire only licensed contractors and service providers that provide you with evidence of both General Liability and Worker's Compensation insurance. Even seemingly low-hazard jobs, such as janitorial services, can result in injuries that may be subject to Section 240 of New York Labor Law.
- Require all contractors you hire to strictly follow all applicable OSHA and Department of Safety and Health regulations.

- **Transfer the Risk:** Use a written contract or purchase order before *any* work is performed on your property, regardless of how incidental. Since purchase orders generally do not have indemnification agreements, be sure to attach an addendum to the purchase order that indemnifies you and holds you harmless. The contract(s) you use should be reviewed by your attorney and may incorporate several or all of the following best practice approaches:

#### Contract Language

- Include hold harmless and indemnification language in your favor and to the fullest extent of the law; avoid mutual hold harmless agreements.
- Include a "primary and non-contributory" clause meaning the contractor or service provider's insurance may apply first in the event of a claim or suit.
- Name you as "additional insured" on the contractor or service provider's General Liability insurance.

#### Insurance Limits and Coverage

- At a minimum, require \$1M per occurrence General Liability insurance limits. It's important to note however that damage from New York Labor Law based suits and claims have well exceeded \$1M, so higher limits are encouraged.
- The contractor's or service provider's General Liability insurance policy may include exclusions or limitations to coverage for the very exposure you are requiring additional insured coverage for. Coverage language that excludes or limits injury to "any employee of any insured," "employee action over" or similar language should be avoided. The existence of such exclusions may render your risk transfer ineffective in the event of a claim or suit from a worker injured on your premise. Prohibit this type of language in the General Liability insurance coverage you require from your contractor or service provider and ask for a list of endorsements contained in their policy.

#### Contract Management

- Have a diary system to ensure that your contractor's or service provider's Worker's Compensation and General Liability insurance does not lapse.
- If you own or manage several properties, consider centralizing all contract management and insurance certificate reviews.

As a New York building owner, manager or tenant, you cannot completely avoid the strict liability components of New York Labor Law Section 240, but you can mitigate their impact on your business. For more information about how to manage your business risk, please contact your agent.

This publication provides general information and recommendations that may apply to many different situations or operations. Any recommendations described in this publication are not intended to be specific to your unique situation or operation and are not intended to address all possible hazardous conditions or unsafe acts that may exist. Consult with your staff and specialists to determine how and whether the information in this publication might guide you in developing specific plans or procedures for your situation or operations. This publication does not substitute for legal advice, which should come from your own counsel.

As one of our valued customers with operations in the state of Texas, we want to make sure that you know about Fireman's Fund Insurance Company's Loss Control services and materials that are available to you free of charge. These materials are intended to assist you in your efforts to maintain a safe business operation. Please read the attached customer message and review the materials and services offered. Use the postage paid postcard to request any of the materials, or call our 800 number to request additional services.

Thank you for choosing Fireman's Fund.



**A Message for Our Customers in New Jersey . . .**

**New Jersey Property and Liability Insurance Guaranty  
Association Surcharge - (PLIGA) - 800001 10 06**

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The New Jersey Insurance Commissioner has instructed us to pay an assessment for the state Property and Liability Insurance Guaranty Association. The Guaranty Association is maintained to make funds available should an insurance company be unable to meet its financial obligations to all policyholders. In such circumstances, New Jersey law authorizes insurers to surcharge their customers to recoup these assessments.

Your policy premium includes this surcharge. The amount of this surcharge is shown on your declarations page as **PLIGA SURCHARGE** .

As always, we encourage you to contact your Fireman's Fund Insurance Companies<sup>®</sup> insurance representative if you have any questions about this message, your policy, or your premium.

# Vermont Changes - Civil Union - IL 01 09 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Commercial Automobile Coverage Part**  
**Commercial General Liability Coverage Part**  
**Commercial Liability Umbrella Coverage Part**  
**Employment-Related Practices Liability Coverage Part**  
**Farm Coverage Part**  
**Farm Umbrella Liability Policy**  
**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**

A. The term **spouse** is replaced by the following:

Spouse or party to a civil union under Vermont law.

B. Under the Commercial Auto Coverage Part, the term **Family member** is replaced by the following:

**Family member** means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

C. With respect to coverage for the ownership, maintenance, or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part or the Farm Umbrella Liability Policy, the term **family member** is replaced by the following:

**Family member** means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Pennsylvania Changes - Defense Costs - IL 01 20 10 13

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part  
Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Commercial Property Coverage Part - Legal Liability Coverage Form  
Commercial Property Coverage Part - Mortgageholder's Errors and Omissions Coverage Form  
Electronic Data Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
Liquor Liability Coverage Part  
Medical Professional Liability Coverage Part  
Owners and Contractors Protective Liability Coverage Part  
Pollution Liability Coverage Part  
Product Withdrawal Coverage Part  
Products/Completed Operations Liability Coverage Part  
Railroad Protective Liability Coverage Part  
Underground Storage Tank Coverage Part

A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section III under the Auto Dealers and Motor Carrier Coverage Forms;

4. Section A. Coverage under the Legal Liability Coverage Form; and
5. Coverage C - Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.


Paragraph B. also applies to any other provision in the policy that sets forth a duty to defend.

- B. If we initially defend an insured (**insured**) or pay for an insured's (**insured's**) defense but later determine that none of the claims (**claims**), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Vermont Changes - Statutory Liability - IL 01 26 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Commercial Property - Legal Liability Coverage Form  
Commercial Property - Mortgage Holder's Errors and Omissions Coverage Form  
Employment-Related Practices Liability Coverage Part  
Equipment Breakdown Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
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

- A. In addition to paying and satisfying judicial judgments rendered against you\* in consequence of claims to which this Coverage Part applies, we will protect you\* against the levy of executions issued on such judgments or claims against you\*.
- B. We may, without your\* consent, continue litigation after a judgment has been rendered with respect to your\* legal liability under this Coverage Part for damages in a particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- C. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
1. Judicial judgment; or
  2. An agreement between the parties involved with our written consent.
- D. In the event of your\* bankruptcy or insolvency, an injured person or claimant who has obtained a

judgment against you\* may bring suit against us, provided:

1. The judgment was for damages covered by this policy; and
  2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- E. Payment by you\* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you\* of the right to bring action against us.

\* For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Farm Umbrella Liability Policy, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Medical Professional Liability Coverage Part and Railroad Protective Liability Coverage Part, the word **you** is replaced by the term **the insured** and the word **your** is replaced by the term **the insured's**.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



# Rhode Island Changes - Prejudgment Interest - IL 01 28 09 08

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Commercial Property - Legal Liability Coverage Form  
Commercial Property - Mortgage Holder's Errors and Omissions Coverage Form  
Employment-Related Practices Liability Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
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

The paragraph in the **Supplementary Payments** Section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you\* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or
2. If Paragraph 1. above does not apply, prejudgment interest awarded against you\* on that part of the judgment we pay.

\* For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-related Practices Liability Coverage Part, Farm Coverage Part, Farm Umbrella Liability Policy, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Medical Professional Liability Coverage Part, Railroad Protective Liability Coverage Part and the Underground Storage Tank Policy the word you is replaced by the term **the insured**.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# New Hampshire Changes - Cancellation and Nonrenewal - IL 01 35 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial General Liability Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Liability Umbrella Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Coverage Part

A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2. a. We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium; or
- (b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

B. Paragraph 6 of the **Cancellation** Common Policy Condition is deleted.

C. The following is added and supersedes any provision to the contrary:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

(a) We have indicated a willingness to renew;

(b) We refuse to renew due to nonpayment of premium;

(c) You do not pay any advance premium required by us for renewal; or

(d) Any property covered in this policy is insured under any other insurance policy.

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

# Virginia Changes - Cancellation and Nonrenewal - IL 01 38 10 15

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**  
**Electronic Data Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Product Withdrawal Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

- (1) At our request;
- (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a team of more than one year.

b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

## **Nonrenewal**

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:

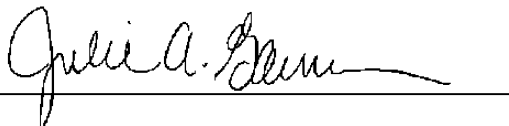
- a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
- b. 45 days before the expiration date if the nonrenewal is for any other reason.

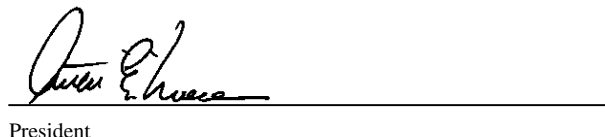
2. We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.

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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# New Jersey Changes - Civil Union - IL 01 41 09 08

Policy Amendments

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part  
Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Electronic Data Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
Liquor Liability Coverage Part  
Medical Professional 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

A. The term **spouse** is replaced by the following:

Spouse or party to a civil union recognized under New Jersey law.

B. Under the Commercial Auto Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized

under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Oregon Changes - Domestic Partnership - IL 01 42 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part  
Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Electronic Data Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
Liquor Liability Coverage Part  
Medical Professional 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

A. The term **spouse** is replaced by the following:

Spouse or individual who is in a domestic partnership recognized under Oregon law.

B. Under the Commercial Auto Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership

recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Washington Common Policy Conditions - IL 01 46 08 10

Policy Amendment(s) Commercial General Provisions

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
  - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

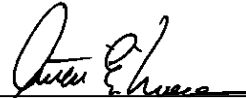
- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered auto you own is of the **private passenger type**; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered **auto** has been suspended or revoked during policy period.

5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this

policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. 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 will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two - Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
- (2) A covered auto you own is of the **private passenger type**;
- (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
- (4) The first Named Insured cancels;

the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

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



## B. 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.

## 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. Inspection 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.

## G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
  - a. Expiration of the policy; or
  - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;

- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable and is for a specific line, sub-classification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the **private passenger type**; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of G.1.:

- a. We may elect not to renew or continue this policy by mailing or delivering to

you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an **insured** has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

# Hawaii Changes - Civil Union - IL 01 49 01 12

Policy Amendments(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Electronic Data Liability Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- 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
- Professional Liability Coverage Part
- Underground Storage Tank Policy

A. The term **spouse** is replaced by the following:

Spouse or partner to a civil union recognized under Hawaii law.

B. Under the Commercial Auto Coverage Part, the term **family member** is replaced by the following and supersedes any other provisions to the contrary:

**Family member** means a person:

1. Who is a resident of the Individual Named Insured's household and is either:
  - a. Related to such Named Insured by blood, adoption, marriage or civil union recognized under Hawaii law. This includes a ward or foster child; or
  - b. Registered with the Director of Health as a reciprocal beneficiary; or
2. Related to the individual named in the Schedule by blood, adoption, marriage or civil

union recognized under Hawaii law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached; or

3. Related to you by blood, adoption, marriage or civil union recognized under Hawaii law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part, the term **family member** is replaced by the following:


**Family member** means a person related to you by blood, adoption, marriage or civil union recognized under Hawaii law, who is a resident of your household, including a ward or foster child.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Delaware Changes - Civil Union - IL 01 51 01 12

Policy Amendments(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Commercial Automobile Coverage Part**  
**Commercial General Liability Coverage Part**  
**Commercial Liability Umbrella Coverage Part**  
**Electronic Data Liability Coverage Part**  
**Farm Coverage Part**  
**Farm Umbrella Liability Policy**  
**Liquor Liability Coverage Part**  
**Medical Professional 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**

A. The term **spouse** is replaced by the following:

Spouse or party to a civil union recognized under Delaware law.

B. Under the Commercial Automobile Coverage Part, the term **family member** is replaced by the following and supersedes any other provisions to the contrary:

**Family member** means:

1. A person related to the individual Named Insured by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of such Named Insured's household, including a ward or foster child;
2. Members of your immediate family including a partner to a civil union recognized under Delaware law, not having a separate household and persons actually residing with and economically dependent upon you, if Delaware Personal Injury Protection Endorsement is attached;

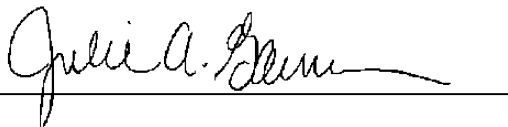
3. A person related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached; or
4. A person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



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Secretary



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President

# Virginia Changes - IL 01 52 10 15

Policy Amendment(s)

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

**Capital Assets Program (Output Policy) Coverage Part**  
**Commercial Inland Marine Coverage Part**  
**Commercial Property Coverage Part**  
**Crime and Fidelity Coverage Part**  
**Equipment Breakdown Coverage Part**

A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

(1) At our request;

(2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a term of more than one year.

b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
  - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
  - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

# Indiana Changes - IL 01 58 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Property - Legal Liability Coverage Form
- Commercial Property - Mortgage Holders Errors and Omissions Coverage Form \*
- Employment-Related Practices Liability Coverage Part
- Farm Liability Coverage Form
- 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

\* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

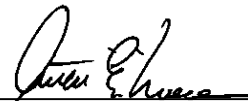
Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Rhode Island Changes - Civil Union - IL 01 61 03 12

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Electronic Data Liability Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional 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

A. The term **spouse** is replaced by the following:

Spouse or party to a civil union recognized under Rhode Island law.

B. Under the Commercial Automobile Coverage Part, the term **family member** is replaced by the following and supersedes any other provisions to the contrary:

**Family member** means a person related to:

1. An individual Named Insured by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of such Named Insured's household, including a ward or foster child;
2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of the individual's household,

including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached; or

3. You by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance or use of **covered autos** provided under the Commercial Liability Umbrella Coverage Part, the term **family member** is replaced by the following:

**Family member** means a person related to you by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



# Illinois Changes - Defense Costs - IL 01 62 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Commercial Property Coverage Part - Legal Liability Coverage Form
- Commercial Property Coverage Part - Mortgageholders Errors and Omissions Coverage Form
- Employment-Related Practices Liability Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- 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
- Product Withdrawal Coverage Part
- Railroad Protective Liability Coverage Part
- Underground Storage Tank Coverage Part

- A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:
1. Section I of the Commercial General Liability; Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
  2. Section II - Liability Coverage in Paragraph A. Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
  3. Section A. Coverage under the Legal Liability Coverage Form; and
  4. Coverage C - Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.
- B. If we initially defend an insured (**insured**) or pay for an insured's (**insured's**) defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

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Peter E. Chrusa  
President

# North Dakota Changes - Examination of Your Books and Records IL 01 65 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

## Examination of Your Books and Records

1. Except as provided in 2. below, 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.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
  - a. The expiration date of the policy; or
  - b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;unless you agree in writing to extend the audit period.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Montana Changes - Conformity with Statutes - IL 01 67 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- 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

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered **auto** is away from Montana:

1. We will increase the Limit of Insurance for 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. We will 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.
3. No one will be entitled to duplicate payments for the same elements of loss.

- B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Texas Changes - Duties - IL 01 68 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial General Liability Coverage Part
- Employment-Related Practices 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

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

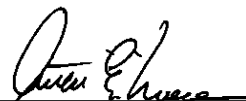
1. An initial offer to compromise or settle a claim made or **suit** brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or **suit** brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Oklahoma Notice - IL 01 79 10 02

Policy Amendment(s) Commercial General Provisions

The following statement is added to the policy:

**Warning:**


Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# New York Changes - Calculation of Premium - IL 01 85 08 08

Policy Amendment(s) Commercial General Provisions

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**  
**Owners and Contractors Protective Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Railroad Protective Liability Coverage Part**  
**Special Protective and Highway Liability Policy - New York**

A. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in paragraph B., the following applies:

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

B. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

1. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in paragraphs 2. or 3. apply.

2. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:

a. After issuance of the policy or after the last renewal date, discovery of an act or

omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

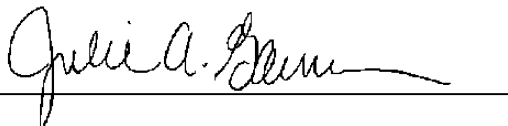
b. A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or


c. A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of **loss** to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

3. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Rhode Island Changes - IL 01 97 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Commercial Property - Legal Liability Coverage Form
- Commercial Property - Mortgageholders Errors and Omissions Coverage Form
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Liability Coverage Form
- Farm Umbrella Liability Policy
- 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

A. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the insured the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

B. The following provision is added:

## Direct Liability of Insurers

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Arkansas Changes - Transfer of Rights of Recovery Against Others to Us IL 01 99 09 08

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance under the following:**

**Commercial General Liability Coverage Part**  
**Commercial Liability Umbrella Coverage Part**  
**Farm Liability Coverage Form**  
**Farm Umbrella Liability Policy**  
**Liquor Liability Coverage Part**  
**Owners and Contractors Protective Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Medical Professional Liability**  
**Railroad Protective Liability Coverage Part**  
**Underground Storage Tank Policy**

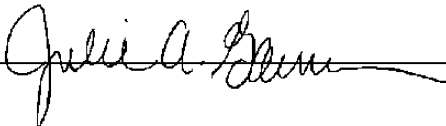
The following is added to the **Transfer of Rights of Recovery Against Others to Us** Condition:

We will be entitled to recovery only after the insured (**insured**) has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

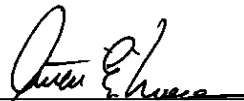
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

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Secretary



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President





# Idaho Changes - Cancellation and Nonrenewal - IL 02 04 09 08

Policy Amendment(s) Commercial General Provisions

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. Paragraph 1. and 2. of the CANCELLATION Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. Policies in Effect:

a. 60 Days or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium. If delivered via United States mail, the 10 day

notification period begins to run five days following the date of postmark; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 60 Days

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 for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Chubb  
President

- (4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- (5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
- (6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or
- (7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for non-payment of premium. If delivered via United States mail, the 10 day notification period begins to run five days following the date of postmark; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason stated in 2.b. above.

B. The following condition is added and supersedes any provision to the contrary:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended

period of coverage will be calculated pro rata at the rates applicable to the expiring policy.

4. We need not mail or deliver this notice if:
  - a. We have offered to renew this policy;
  - b. You have obtained replacement coverage; or
  - c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

**Premium or Coverage Changes at Renewal**

1. If we elect to renew this policy, we will mail or deliver written notice of a total premium increase greater than ten percent (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
  - a. 30 days after notice is given; or
  - b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

# New Jersey Changes - Cancellation and Nonrenewal - IL 02 08 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and

any person entitled to notice under this policy written notice, of cancellation, at least:

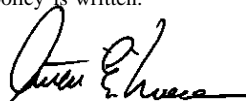
- (1) 10 days before the effective date of cancellation if we cancel for:
  - (a) Nonpayment of premium; or
  - (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- (i) **The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and**

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

- (ii) **The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'.**

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

- b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation of Policies in Effect for 60 Days or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or non-disclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;
- (13) Agency termination, provided:
  - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
  - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing,

to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on Paragraphs 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- d. Notice will be sent to the last mailing addresses known to us, by:
- (1) Certified mail; or
  - (2) First class mail, if we have obtained from the post office a date stamped

proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
- (1) Replaced coverage elsewhere; or
  - (2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

#### **Nonrenewal**

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
  - a. Certified mail; or
  - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
  - a. Replaced coverage elsewhere; or
  - b. Specifically requested termination.

# Vermont Changes - Cancellation and Nonrenewal - IL 02 19 06 15

Policy Amendment(s) Commercial General Liability

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 Liability Umbrella Coverage Part**  
**Commercial Property Coverage Part**  
**Crime and Fidelity Coverage Part**  
**Employment-Related Practices Liability Coverage Part**  
**Equipment Breakdown Coverage Part**  
**Farm Umbrella Liability Policy**  
**Liquor Liability Coverage Part**  
**Medical Professional Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. The **Cancellation** Common Policy Condition is replaced by the following:

## **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. Cancellation Of Policies In Effect For Less Than 60 Days.

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a. Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or

delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

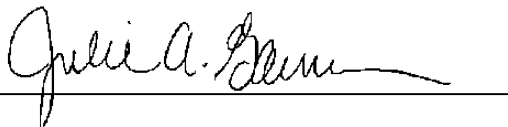
3. Cancellation Of Policies In Effect For 60 Days Or More.

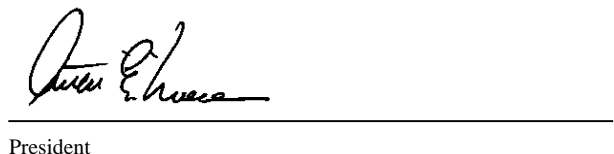
If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c. Violation of any provisions of this Policy; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 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. Any **When We Do Not Renew** Condition is deleted.

The following conditions are added:

1. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first

Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the Policy; or
  - (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.
- b. This provision does not apply:
    - (1) If we have indicated a willingness to renew;
    - (2) In case of nonpayment of premium;
    - (3) If you do not pay any advance premium required by us for renewal; or
    - (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

- a. If we:
  - (1) Elect to renew this Policy; and
  - (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

- b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:
  - (1) In effect under the expiring or expired policy; or
  - (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

# Colorado Changes - Cancellation and Nonrenewal - IL 02 28 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, 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.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation of Policies in Effect for 60 Days or More.
  - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy

we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

- (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

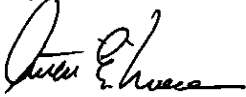
We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President



- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following condition is added:

**Increase in Premium or Decrease in Coverage**

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

# Arkansas Changes - Cancellation and Nonrenewal - IL 02 31 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
  - (1) Cancelled by us or at our request;
  - (2) Cancelled but rewritten with us or in our company group;
  - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
  - (1) We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4) If the Commercial Auto Coverage Part covers an **auto** with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation of Policies in Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
  - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments re-

quire payment as a condition of the issuance and maintenance of the policy; or

- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Auto Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss

payee named in the policy, written notice of nonrenewal at least 60 days before:

- a. Its expiration date; or
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

# South Dakota Changes - Cancellation and Nonrenewal - IL 02 32 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Employment-Related Practices Liability Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (a) Nonpayment of premium;
- (b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;
- (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- (e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy

thereof which substantially increases any hazard insured against;

- (f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;
- (g) Your violation or breach of any policy terms or conditions; or
- (h) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions to the contrary:

### Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:
  - a. The expiration date; or
  - b. The anniversary date if this is a continuous policy.
- 2. Any notice of nonrenewal will be mailed or delivered 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Chrusa  
President

# North Dakota Changes - Cancellation and Nonrenewal - IL 02 34 09 08

Policy Amendment(s) Commercial General Provisions

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 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 Paragraphs 2. and 3. below, except to the extent that Item B. of this endorsement applies.

2. Policies In Effect:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation; or
- (2) Five days before the effective date of cancellation for any condition stated in Paragraph B. of this endorsement.

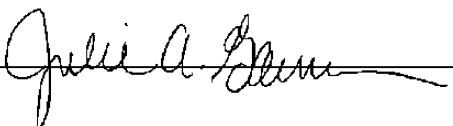
b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

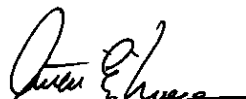
If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

- (1) Nonpayment of premiums;
- (2) Misrepresentation or fraud made by the **insured** or with the **insured's** knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) The **insured's** actions that have substantially increased or substantially changed the risk insured;
- (4) The **insured's** refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;
- (7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at 62 years of age or older or to any person who is disabled according to social security standards;
- (9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which substantially increases any hazard insured against; or
- (10) Certain conditions exist, as stated in Paragraph B. of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

- (a) Five days before the effective date of cancellation for any condition stated in Paragraph B. of this endorsement;
- (b) 10 days before the effective date of cancellation for nonpayment of premium; or
- (c) 30 days before the effective date of cancellation for any reason stated in Paragraphs 2.b.(2) through (9) above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs 2.b.(1) through (9) above.

If we cancel for a reason listed in Paragraphs 2.b.(1) through (9) above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
- B. We may also cancel the policy if one or more of the following conditions exist:
1. Buildings with at least 65% of the rental units in the building unoccupied.
  2. Buildings that have been damaged by a covered cause of loss and the **insured** has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
  3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
  4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
  5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
  6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
  7. Buildings from which fixed and salvageable items have been or are being removed and the **insured** can give no reasonable explanation for the removal.

8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
  9. Buildings with any of the following conditions:
    - a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
    - b. Failure to correct conditions dangerous to life, health, or safety.
    - c. Failure to maintain the building in accordance with applicable law.
    - d. Failure to pay property taxes for more than one year.
  10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.
- C. The following is added and supersedes any provision to the contrary:

### **Nonrenewal**

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:
  - a. 60 days prior to the expiration date of the policy, except as provided in Paragraph b.; or
  - b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

The notice of nonrenewal will state our reason for nonrenewal.
2. We will mail our notice, by first-class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
  - a. Insured elsewhere;
  - b. Accepted replacement coverage; or
  - c. Requested or agreed to nonrenewal.



# Oklahoma Changes - Cancellation and Nonrenewal - IL 02 36 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:


- (1) Nonpayment of premium;

- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
  - (1) The expiration date of this policy; or
  - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
  - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

- e. We will **not** provide notice of nonrenewal if:
  - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
  - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium or Coverage Changes at Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
  - (1) The expiration date of this policy; or
  - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
  - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the

premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

- (1) 45 days after notice is given; or
- (2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

- (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
- (2) Changes which are based upon the altered nature or extent of the risk insured; or
- (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

# Delaware Changes - Termination Provisions - IL 02 37 04 12

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial General Liability Coverage Part
- Commercial Property Coverage Part
- Employment-Related Practices Liability 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. With respect to the:

Farm Property - Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form;

Commercial Property Coverage Part; and Capital Assets Program (Output Policy) Coverage Part;

If the policy covers a building that contains no more than four dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

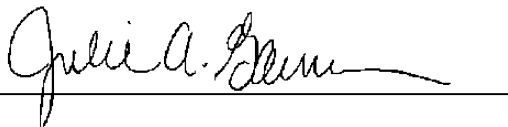
b. 30 days before the effective date of cancellation if we cancel for any other reason.

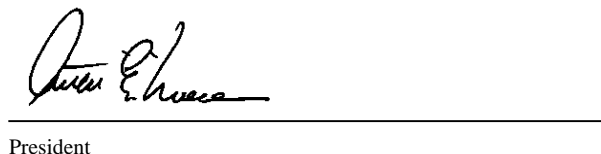
After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or
- (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

**Nonrenewal**

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
  - b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.
  - c. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If Cancellation Changes **CP 02 99** is attached to the Commercial Property Coverage Part, Paragraph E.2. of that form is replaced by the following:
- 2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

**Commercial General Liability Coverage Form;  
 Commercial Property - Legal Liability Coverage Form;  
 Commercial Property - Mortgage Holder's Errors and Omissions Coverage Form;  
 Employment-Related Practices Liability Coverage Form;  
 Farm Liability Coverage Form;  
 Liquor Liability Coverage Part;  
 Medical Professional Liability Coverage Part;  
 Pollution Liability Coverage Part; and  
 Products/Completed Operations Liability Coverage Part;**

- 1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
  - 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. 60, but not more than 120, days before the effective date of cancellation if we cancel for any other permissible reason.
- 2. The following Condition is added and supersedes any other condition to the contrary:

**Nonrenewal**

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60, but not more than 120, days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

# Montana Changes - IL 02 43 09 07

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) 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
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. With respect to other than the Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies

a. Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in Paragraph 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy

or renewal, whichever is less, only for one or more of the following reasons:

- (a) Failure to pay a premium when due;
- (b) Material misrepresentation;
- (c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (d) Substantial breaches of contractual duties, conditions or warranties;
- (e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;
- (f) Financial impairment of us; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Hines  
President

(g) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph 2.a.(2) above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. With respect to the Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies

a. Midterm Cancellation

(1) We may cancel this policy for non-payment of premium by mailing or delivering written notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

(2) We may cancel this policy based on the reason(s) stated in Paragraph 2.a.(2)(a) or (2)(b) by mailing or delivering written notice of cancellation to the first Named Insured at least 45 days before the effective date of cancellation:

(a) If this policy has been in effect for less than 60 days, except as provided in Paragraph 2.a.(3), we may cancel for any reason.

(b) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term

or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

(i) Material misrepresentation;

(ii) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(iii) Substantial breaches of contractual duties, conditions or warranties;

(iv) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(v) Financial impairment of us; or

(vi) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph 2.a.(2)(b) by mailing or delivering written notice to the first Named Insured at least 45 days before the effective date of cancellation.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

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. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

D. Any **When We Do Not Renew** Condition is deleted.

The following **When We Do Not Renew** Condition is added:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.
2. We need not mail or deliver this notice if:
  - a. You have purchased insurance elsewhere;
  - b. You have accepted replacement coverage;
  - c. You have requested or agreed to nonrenewal; or
  - d. This policy is expressly designated as nonrenewable.



# Ohio Changes - Cancellation and Nonrenewal - IL 02 44 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:

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 only for one or more of the following reasons, except as provided in Paragraph 6. below.
  - a. Nonpayment of premium;
  - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
  - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part

which increases any hazard insured against;

- d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
- e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Hoover  
President

- g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  4. We will mail the 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 a reason stated in 2.b. through 2.g. above.
  5. The notice of cancellation will:
    - a. State the effective date of cancellation. The policy period will end on that date.
    - b. Contain the date of the notice and the policy number, and will state the reason for cancellation.
  6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
  7. 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.

- B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

- C. Common Policy Conditions

1. Paragraph A.2.a. of the **Businessowners** Common Policy Conditions is deleted.
2. Paragraph E.2. of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph E.2. is replaced by the following (unless Item A. of this endorsement applies):

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, if we cancel for any other reason.

# Minnesota Changes - Cancellation and Nonrenewal - IL 02 45 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) 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
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

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 following provisions apply except when Paragraph C. of this endorsement applies:

The **Cancellation** Common Policy Condition is replaced by the following:

### 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, subject to the provisions of Paragraph B.3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

### 3. Policies In Effect

#### a. Less Than 90 Days

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

#### b. 90 Days Or More

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) An act or omission by you that substantially increases or changes the risk insured;
- (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
- (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this Item B.3.b., we will give notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
  - (2) 60 days before the effective date, if we cancel for a reason described in Paragraphs B.3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.
4. 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.
  5. Proof of mailing of any notice shall be sufficient proof of notice.
- C. The following applies with respect to coverage provided under the following:

#### **Farm Coverage Part**

1. Policies In Effect 60 Days Or More
  - a. If this Coverage Part covers buildings used for residential purposes and has been:
    - (1) In effect for at least 60 days, or
    - (2) Renewed by us,

Paragraphs A.2. and A.6. of the **Cancellation** Common Policy Condition do not apply, and the following is added to the **Cancellation** Common Policy Condition:
  - b. We may not cancel this policy, except for:
    - (1) Nonpayment of premium;

- (2) Misrepresentation or fraud made by you or with your knowledge:
    - (a) In obtaining this policy; or
    - (b) In connection with a claim under this policy;
  - (3) An act or omission by you that materially increases the risk we originally accepted; or
  - (4) A physical change in the Covered Property which:
    - (a) Is not corrected or restored within a reasonable time after it occurs; and
    - (b) Results in the property becoming uninsurable.
- c. We may cancel this policy by giving the first Named Insured written notice of cancellation at least:
- (1) 20 days before the effective date of cancellation, if we cancel for non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs C.1.b.(2) through (4).

Such notice will be mailed or delivered to the first Named Insured and will contain the reason for cancellation. Proof of mailing of any notice shall be sufficient proof of notice.

## 2. Policies In Effect Less Than 60 Days

When this Coverage Part covers buildings used for residential purposes and is a new

policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the Cancellation Common Policy Condition except for Paragraphs A.2. and A.6., and is not subject to Paragraph B. or Paragraph C.1. of this endorsement. Under this Item, C.2., Paragraphs A.2. and A.6. of the **Cancellation** Common Policy Condition are replaced by the following:

We may cancel this policy by giving the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation. Such notice will be mailed or delivered to the first Named Insured. Proof of mailing of any notice shall be sufficient proof of notice.

If we cancel this policy for underwriting considerations, we will inform you of the source from which the information was received.

- D. The following is added and supersedes any provisions to the contrary:

### **Nonrenewal**

If we decide not to renew this policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

- 1. Insured elsewhere;
- 2. Accepted replacement coverage; or
- 3. Agreed not to renew this policy.

# Pennsylvania Changes - Cancellation and Nonrenewal - IL 02 46 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. The **Cancellation** Common Policy Condition is replaced by the following:

### Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. Cancellation of Policies in Effect for Less than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation of Policies in Effect for 60 Days or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Hines  
President

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary.

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

# Maine Changes - Cancellation and Nonrenewal - IL 02 47 02 11

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraphs 2., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.
4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.
6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.


B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the

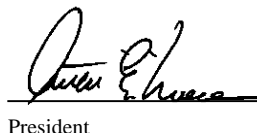
**Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
  - d. Failure to comply with reasonable loss control recommendations;
  - e. Substantial breach of contractual duties, conditions or warranties; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President



- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

- C. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named

Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

- D. With respect to Physical Damage Coverage provided under the Commercial Automobile Coverage Part, we will provide like notice of cancellation or nonrenewal to any loss payee named in the policy.

# South Carolina Changes - Cancellation and Nonrenewal - IL 02 49 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Capital Assets Program (Output Policy) 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. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, 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 and agent's last known addresses.
- B. The following is added to the **Cancellation** Common Policy Condition:
7. Cancellation of Policies in Effect for 120 Days or More  
  
If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - a. Nonpayment of premium;
    - b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;
    - c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;
    - d. Substantial breaches of contractual duties, conditions or warranties; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this item e., we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

- 1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- 2. If we decide not to renew this policy, we will:

- a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:

- (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
- (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and

- b. Provide at least:

- (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
- (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.

- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4. Any notice of nonrenewal will state the precise reason for nonrenewal.

# Tennessee Changes - Cancellation and Nonrenewal - IL 02 50 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- a. We cancel; or
- b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

## **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
- 2. Your conviction of a crime increasing any hazard insured against;
- 3. Discovery of fraud or material misrepresentation on the part of either of the following:
  - a. You or your representative in obtaining this insurance; or
  - b. You in pursuing a claim under this policy;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
7. Your violation or breach of any policy terms or conditions; or
8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal

to the first Named Insured and agent, at least 60 days before the expiration date unless:

- a. We have offered to issue a renewal policy; or
- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

# Nevada Changes - Cancellation and Nonrenewal - IL 02 51 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the


policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) A determination by the commissioner that the continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

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Secretary

  
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President

- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

- B. The following is added as an additional Condition and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

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

2. We need not provide this notice if:
  - a. You have accepted replacement coverage;
  - b. You have requested or agreed to nonrenewal; or
  - c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with A. and B. above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

# Wyoming Changes - Cancellation and Nonrenewal - IL 02 52 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium;
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal

of a policy we issued, we may cancel this policy only for one or more of the following reasons:

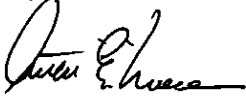
- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.
- (3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.
- (4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President



(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(1) above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(3) or (4) above.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If we cancel this policy in accordance with Paragraph 2. of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

C. The following is added as an additional Condition and supersedes any other provision to the contrary:

### **Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

# Arizona Changes - Cancellation and Nonrenewal - IL 02 58 12 14

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial General Liability Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where B., below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

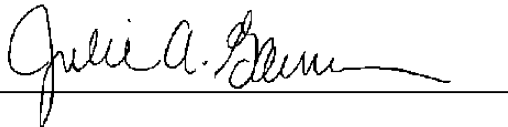
If this policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;

- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- h. Acts or omissions by you or your representative which materially increase the hazard insured against.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



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Secretary



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President

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item A. above) with respect to cancellation of such coverage:

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the Policy, continuing the Policy or presenting a claim under the Policy;
- d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

- e. Substantial change in the risk assumed by us, since the Policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- f. A determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state; or
- g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this Policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where D., below, applies):

#### **Nonrenewal**

1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this Policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither 3.a. nor 3.b. applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item C. above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
  - a. You have agreed to nonrenewal; or
  - b. You have accepted replacement coverage.
3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following condition is added:

#### **Renewal**

1. If we elect to renew this Policy and the renewal is subject to any of the following:

- a. Increase in premium;
- b. Change in deductible;
- c. Reduction in limits of insurance; or
- d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:

- a. The present policy will remain in effect until the earlier of the following:
  - (1) 30 days after the date of mailing or delivery of the notice; or
  - (2) The effective date of replacement coverage obtained by the first Named Insured.
- b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
  - (1) The rates applicable to the terminated policy; or
  - (2) The rates presently in effect.
- c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

# Nebraska Changes - Cancellation and Nonrenewal - IL 02 59 09 07

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

**Capital Assets Program (Output Policy) 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**  
**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. Cancellation of Policies in effect

a. 60 Days or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained through material misrepresentation;
- (3) Any insured has submitted a fraudulent claim;

(4) Any insured has violated the terms and conditions of this policy;

(5) The risk originally accepted has substantially increased;

(6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

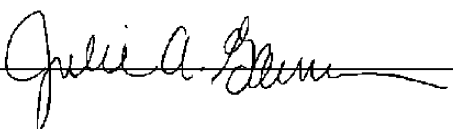
(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

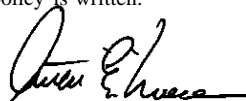
c. If we cancel this policy, subject to 2.a. or 2.b. above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

  
\_\_\_\_\_  
President

- (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.
- B. Paragraph 6. of the Cancellation Common Policy Condition does not apply.
- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

- 1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.
- 2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

# Connecticut Changes - Cancellation and Nonrenewal - IL 02 60 02 10

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part  
Commercial Property Coverage Part  
Crime and Fidelity Coverage Part  
Employment-Related Practices Liability Coverage Part  
Equipment Breakdown Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Standard Property Policy

A. The **Cancellation** Common Policy Condition is replaced by the following:

## 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. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation of policies in effect for 60 days or more.

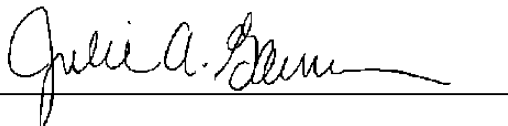
a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:


(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;
- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Physical changes in the property which increase the hazard insured against;
  - (b) A material increase in the hazard insured against; or
  - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. Notice of cancellation will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.

- 5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
- 6. 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.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

- 1. If we decide not to renew this policy, we will mail or deliver to you a written notice nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- 2. This notice will be delivered or sent by:
  - a. Registered mail;
  - b. Certified mail; or
  - c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
- 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.



# Kansas Changes - Cancellation and Nonrenewal - IL 02 61 09 07

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Capital Assets Program (Output Policy) 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**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium.
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) This policy was issued because of material misrepresentation;
- (3) You or any other insured violated any of the material terms and conditions of this policy;

- (4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
- (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
- (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

## **Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.
2. Any notice of nonrenewal will be mailed or delivered 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

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Andrew E. Chaves  
President

# Georgia Changes - Cancellation and Nonrenewal - IL 02 62 02 15

Policy Amendment(s) Commercial General Provisions

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
- 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. Paragraph A.1. of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
  - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
  - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency,

mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph A.5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy Condition and supersedes any other provision to the contrary:

If we decide to:

- 1. Cancel or nonrenew this policy; or
- 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- 3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;  
 Commercial Property Coverage Part;  
 Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

- 1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.
- 2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
  - a. Nonpayment of premium, whether payable to us or to our agent;
  - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
  - c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
  - d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

- E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation Common Policy Condition**:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy

by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

# Kentucky Changes - Cancellation and Nonrenewal - IL 02 63 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect for 60 Days or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation of 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 for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

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President

- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
  - (6) We are unable to reinsure the risk covered by the policy; or
  - (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.
- b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
  - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

C. The following is added and supersedes any provision to the contrary:

**Nonrenewal**

- 1. For the purpose of this Condition:
  - a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and

- b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.
- 2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
  - 3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
  - 4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
  - 5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
  - 6. If notice is mailed, proof of mailing is sufficient proof of notice.

# Hawaii Changes - Cancellation and Nonrenewal - IL 02 65 09 01

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**American Business Coverage Policy**  
**Commercial General Liability Coverage Part**  
**Employment-Related Practices Liability Coverage Part**  
**Farm - Farm Liability Coverage Form**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;

6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
7. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or
8. Any good faith reason with the approval of the insurance commissioner.

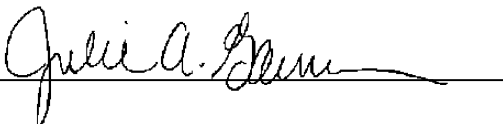
B. The following is added and supersedes any provision to the contrary:

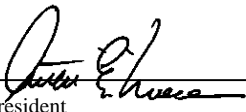
## **Renewal Of Policy**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Utah Changes - Cancellation and Nonrenewal - IL 02 66 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Coverage Part

A. The following is added to the **Cancellation** Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Material misrepresentation;
  - c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
  - d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a **covered auto**, is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first-class mail.

B. The following is added and supersedes any provisions to the contrary:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



**Nonrenewal**

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
  - a. You have accepted replacement coverage;
  - b. You have requested or agreed to nonrenewal; or
  - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

# New York Changes - Cancellation and Nonrenewal - IL 02 68 01 14

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial General Liability Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraphs 1., 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of Policies in Effect
  - a. 60 Days or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.2.b. below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph A.2.b. below.

- b. For More Than 60 Days

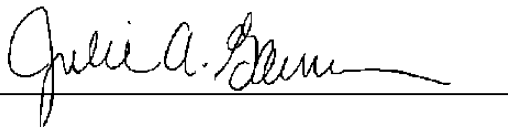
If this policy has been in effect for more than 60 days, or if this policy is a renewal

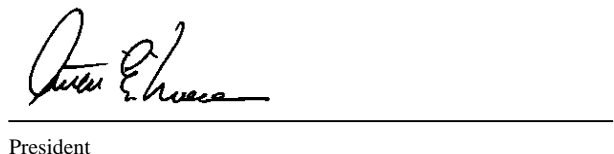
or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - (6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
  - (7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
  - (8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.
- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
  - 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.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

- B. The following is added to the **Cancellation** Common Policy Condition:
  - 7. If one of the reasons for cancellation in Paragraph A.2.b. or D.2.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.
- C. The following conditions are added:
  - 1. Nonrenewal
 

If we decide not to renew this policy we will send notice as provided in Paragraph C.3. below.
  - 2. Conditional Renewal
 

If we conditionally renew this policy subject to:

    - a. A change of limits;
    - b. A change in type of coverage;
    - c. A reduction of coverage;
    - d. An increased deductible;
    - e. An addition of exclusion; or
    - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.
- 3. Notices of Nonrenewal and Conditional Renewal
  - a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written

notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
  - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraphs C.3.a., b. or c. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
- (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;
  - (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
- (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
  - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
1. Items D.2. and D.3. apply if this policy meets the following conditions:
    - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
    - b. The policy insures:
      - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
      - (2) For loss of or damage to personal property other than farm personal property or business property; or
      - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
    - c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.
  2. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
    2. Procedure and Reasons for Cancellation
      - a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

- (1) Has been in effect for more than 60 days; or
- (2) Is a renewal of a policy we issued;

we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
- (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
- (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
  - (a) Issued the policy; or
  - (b) Last voluntarily renewed the policy;
- (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

- (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. 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. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
  - (a) Change of limits; or
  - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. 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. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property - Other Farm Provisions Form - Additional Cover-

ages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in E.1. and E.2. above supersede any contrary provisions in this policy including this endorsement.

If the notice in E.1. or E.2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

- F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs f. and g. of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

- (a) The effective date of cancellation of the insured's coverage; or
- (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

- (a) The expiration date of the policy; or
- (b) 10 days after we give notice to the mortgageholder.

- G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.
2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

# North Carolina Changes - Cancellation and Nonrenewal - IL 02 69 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial General Liability Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Requirements

a. Policies in Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies in Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy

we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
  - (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
  - (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
  - (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
  - (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
  - (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
  - (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
  - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.
- B. The following provisions are added and supersede any other provisions to the contrary:
1. Nonrenewal
    - a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
      - (1) Expiration of the policy if this policy has been written for one year or less; or
      - (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
    - b. We need not mail or deliver the notice of nonrenewal if you have:
      - (1) Insured property covered under this policy, under any other insurance policy;
      - (2) Accepted replacement coverage; or
      - (3) Requested or agreed to nonrenewal of this policy.
    - c. If notice is mailed, proof of mailing will be sufficient proof of notice.
  2. The written notice of cancellation or nonrenewal will:
    - a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
    - b. State the reason or reasons for cancellation or nonrenewal.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii) 30 days before the effective date of cancellation if we cancel for any other reason.



# California Changes - Cancellation and Nonrenewal - IL 02 70 09 12

Policy Amendment(s) Commercial General Provisions

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, 3, and 5, 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:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- (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 non-payment 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:

#### **Nonrenewal**

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; and

the 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%.

# Indiana Changes - Cancellation and Nonrenewal - IL 02 72 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part**  
**Commercial Property Coverage Part**  
**Crime and Fidelity Coverage Part**  
**Employment-Related Practices Liability Coverage Part**  
**Equipment Breakdown Coverage Part**  
**Farm Coverage Part**  
**Farm Umbrella Liability Policy**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect

a. 90 Days or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this policy;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured

written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. 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.

# Rhode Island Changes - Cancellation and Nonrenewal - IL 02 73 01 10

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) 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. 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. With respect to the:

Capital Assets Program (Output Policy) Coverage Part  
Commercial Inland Marine Coverage Part  
Commercial Property Coverage Part  
Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions  
Farm - Livestock Coverage Form  
Farm - Mobile Agricultural Machinery and Equipment Coverage Form;

Paragraph 1. of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to the insurance agent or producer who issued the policy.

C. With respect to all Coverage Parts and Policies addressed in this endorsement, the **Cancellation**

Common Policy Condition is amended by replacing Paragraphs 2., 3., 5. and 6. with the following:

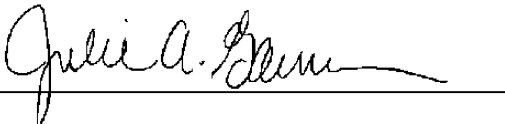
2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and the insurance producer of record, if any, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.


If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
- f. Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- g. Owner or occupant incendiarism;
- h. Violation or breach by you of any policy terms or conditions;
- i. Constructive or actual total loss of the Covered Property; or
- j. Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the address shown on the policy, and to the insurance producer of record, if any.

However, with respect to the:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Property Coverage Part
- Employment-Related Practices Liability Coverage Part
- Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions
- Farm - Livestock Coverage Form
- Farm - Mobile Agricultural Machinery and Equipment Coverage Form;

We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the insurance producer of record, if any.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The cancellation will be effective even if we have not made or offered a refund.

The following provisions govern calculation of return premium:

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
  - (1) Cancelled at our request;
  - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
  - (3) Cancelled and rewritten by us or a member of our company group;
  - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or
  - (5) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this policy is financed under a premium finance agreement.

- b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% (75% for Equipment Breakdown policies) of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

- D. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added to the **Cancellation** Common Policy Condition:

7. We will provide you with the reason or reasons for cancellation if:



- a. You request in writing a statement of the reasons for cancellation; and
- b. You agree in writing to hold us harmless from liability for any:
  - (1) Communication giving notice of, or specifying the reasons for, cancellation; or
  - (2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph C.2.

E. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added and supersedes any provision to the contrary:

**Nonrenewal**

- 1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and the insurance producer of record, if any, written notice of nonrenewal at least 60 days before:
  - a. The expiration date of the policy; or
  - b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
- 2. However, we need not give, mail or deliver this notice if:
  - a. We have offered to issue a renewal policy; or
  - b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. The following is added to the Common Policy Conditions with respect to the Coverage Parts to which this endorsement applies, except the Employment-Related Practices Liability Coverage Part:

If notice of nonrenewal is mailed to the insured, we shall forward the notice of nonrenewal to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of

mailing. This proof of mailing will be sufficient proof of notice.

G. With respect to the:

- Capital Assets Program (Output Policy) Coverage Part
- Commercial Inland Marine Coverage Part
- Commercial Property Coverage Part
- Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions
- Farm - Livestock Coverage Form
- Farm - Mobile Agricultural Machinery and Equipment Coverage Form;

The following is added to the Common Policy Conditions:

If notice of cancellation is mailed to the insured, we shall forward the notice of cancellation to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

H. With respect to a loss payee named in the policy, if any, we will give, mail or deliver written notice of cancellation, subject to C.2. above, and written notice of nonrenewal, subject to E.1. above. Mailing will be accomplished in accordance with the applicable procedure stated in F. or G. above.

I. Under the Mortgageholders Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

- 1. If we cancel this policy, we will give, mail or deliver written notice to the mortgageholder at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgageholder at least 10 days before:
  - a. The expiration date of the policy; or
  - b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

# Missouri Changes - Cancellation and Nonrenewal - IL 02 74 02 13

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) 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. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Commercial General Liability Coverage Part  
Commercial Property - Legal Liability Coverage Form **CP 00 40**  
Commercial Property - Mortgageholders Errors And Omissions Coverage Form **CP 00 70**  
Crime And Fidelity Coverage Part  
Employment-Related Practices Liability Coverage Part  
Equipment Breakdown Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Medical Professional Liability Coverage Part;

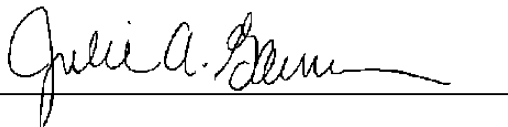
the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (3) We become insolvent; or
- (4) We involuntarily lose reinsurance for this policy;
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

**Nonrenewal**

The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part  
 Commercial Inland Marine Coverage Part  
 Commercial Property Coverage Part  
 Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions Coverage Form  
 Farm - Livestock Coverage Form  
 Farm - Mobile Agricultural Machinery and Equipment Coverage Form;

Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation Common Policy Condition** are replaced by the following:

**Cancellation, Nonrenewal and Decreases in Coverage**

- 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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:

- a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
- b. 30 days before the effective date of this action if 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:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
- b. Any other action will state the effective date of that action.

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

D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation Common Policy Condition** is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
- (3) Cancelled but rewritten with us or in our company group; or
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.

b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or

a.(4) applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

# Texas Changes - Cancellation and Nonrenewal Provisions for Casualty Lines and Commercial Package Policies - IL 02 75 09 07

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Employment-Related Practices Liability  
Farm Coverage Part - Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

Capital Assets Program (Output Policy) Coverage Part  
Commercial General Liability Coverage Part  
Commercial Inland Marine Coverage Part  
Commercial Liability Umbrella Coverage Part  
Commercial Property Coverage Part  
Crime and Fidelity Coverage Part  
Employment-Related Practices Liability  
Equipment Breakdown Coverage Part  
Farm Coverage Part - Farm Liability Coverage Form  
Farm Coverage Part - Livestock Coverage Form  
Farm Coverage Part - Mobile Agricultural Machinery and Equipment Coverage Form  
Glass Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this policy covers a condominium association, and the condominium property

contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Chaves  
President

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
  - (1) Fraud in obtaining coverage;
  - (2) Failure to pay premiums when due;
  - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
  - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
  - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. The following condition is added and supersedes any provision to the contrary:

**Nonrenewal**

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
  - a. The first Named Insured; and
  - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

# Iowa Changes - Cancellation and Nonrenewal - IL 02 76 09 08

Policy Amendment(s) Commercial General Provisions

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
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. The **Cancellation Common Policy** Condition is replaced by the following:

### 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. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
- (2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

- (1) Loss of reinsurance, subject to d. below; or
- (2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (3) Acts or omissions by you that substantially change or increase the risk **insured**;
  - (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
  - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
  - (6) Loss of reinsurance, subject to d. below.
- d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.
- 3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
  - 4. Notice of cancellation will state:
    - a. The reason for cancellation; and
    - b. 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, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
- B. The following is added and supercedes any other provision to the contrary:

**Nonrenewal**

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
  - a. We have offered to issue a renewal policy; or
  - b. You have failed to pay a premium due or any advance premium required by us for renewal.
- 2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.



# Louisiana Changes - Cancellation and Nonrenewal - IL 02 77 03 12

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella 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
- Standard Property Policy

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph B. of this endorsement applies.

2. Notice of Cancellation

- a. Cancellation of Policies in Effect for Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

- (1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first

Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

- (2) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

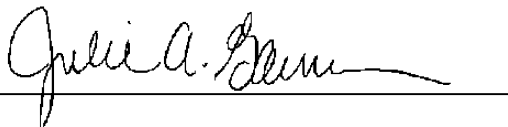
- b. Cancellation of Renewal Policies and New Policies in Effect for 60 Days or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- (2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Activities or omissions by you which change or increase any hazard insured against;
- (4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph A.2.b. to the first Named Insured 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 a reason described in Paragraphs A.2.b.(2) through (7) above.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments.

## 2. Notice of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us

or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs B.2.b. and B.2.c.

- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

## 5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs C.5.a., C.5.b., C.5.c., C.5.d., C.5.e. and C.5.f. The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.
- b. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. We will send the refund to the first Named Insured unless Paragraph C.5.d. or C.5.e. applies.
- d. If we cancel based on Paragraph B.2. of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in B.2.c. If the policy was financed by a premium finance company,

or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

- e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.
- f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. With respect to the Equipment Breakdown Coverage Part, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs D.5.a., D.5.b., D.5.c., D.5.d. and D.5.e. The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.
- b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. We will send the refund to the first Named Insured unless Paragraph D.5.d. applies.
- d. If we cancel based on Paragraph B.2. of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in B.2.c. If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- e. When return premium payment is sent to the premium finance company or the

agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

**Premiums**

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
  - 2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph C. or D. of this endorsement.
- F. Paragraph f. of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph 4.f. of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:

- a. We or another company within our insurance group have offered to issue a renewal policy; or
- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

# District of Columbia Changes - Cancellation and Nonrenewal IL 02 78 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following

**Capital Assets Program (Output Policy) 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**  
**Liquor Liability Coverage Part**  
**Medical Professional Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our

employees, agents or brokers in connection with any application to or claim against us;

3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

B. The following is added:

## **Nonrenewal**

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Oregon Changes - Cancellation and Nonrenewal - IL 02 79 09 08

Policy Amendment(s) Commercial General Provisions

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
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
  - (4) Failure to comply with reasonable loss control recommendations;

(5) Substantial breach of contractual duties, conditions or warranties;

(6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) Commercial Automobile Coverage Part;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

- (3) Commercial General Liability Coverage Part;
- (4) Commercial Property Coverage Part - Legal Liability Coverage Form;
- (5) Commercial Property Coverage Part - Mortgageholders Errors and Omissions Coverage Form;
- (6) Employment-related Practices Liability Coverage Part;
- (7) Farm Coverage Part - Farm Liability Coverage Form;
- (8) Liquor Liability Coverage Part;
- (9) Products/Completed Operations Liability Coverage Part; or
- (10) Medical Professional Liability Coverage Part.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

- 3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number of Days' Notice of Cancellation

- a. With respect to insurance provided under 2.c.(1) through (10) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
- b. With respect to insurance other than that provided under 2.c.(1) through (10) above, cancellation will not be effective until at least:
  - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
  - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing of Notices

- a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.
- b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph 2.a. above.

# Alaska Changes - Cancellation and Nonrenewal - IL 02 80 09 08

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Medical Professional Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

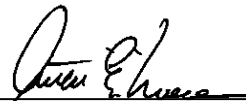
- A. The **Cancellation** Common Policy Condition is replaced by the following:
1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
  2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
    - a. 10 days before the effective date of cancellation if we cancel for:
      - (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or
      - (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
    - b. 20 days before the effective date of cancellation if we cancel for:
      - (1) Nonpayment of premium; or
      - (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
  3. 60 days before the effective date of cancellation if we cancel for any other reason.
  3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
  4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
  6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



- a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
- (3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy; or
- (4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

- b. The first Named Insured cancels, the refund:

- (1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:
  - (a) And rewritten with us or in our company group;
  - (b) At our request;
  - (c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
  - (d) After the first year for a prepaid policy written for a term of more than one year; or
- (2) Will be returned or credited:
  - (a) By the effective date of cancellation; or
  - (b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

- B. The following is added and supersedes any provision to the contrary:

#### **Nonrenewal**

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:
  - a. The expiration date; or
  - b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
2. We need not mail notice of nonrenewal if:
  - a. We have manifested in good faith our willingness to renew; or
  - b. The first Named Insured has failed to pay any premium required for this policy; or
  - c. The first Named Insured fails to pay the premium required for renewal of this policy.
3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

- C. The following Condition is added:

#### **Notice of Premium or Coverage Changes on Renewal**

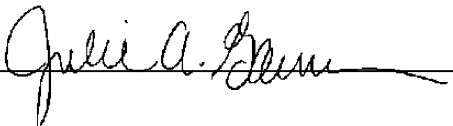
If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

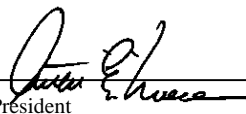
1. The expiration date; or
2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

## West Virginia Changes - Cancellation - IL 02 81 04 89

The provision in the Cancellation Condition which indicates that proof of mailing will be sufficient proof of notice is deleted.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Mississippi Changes - Cancellation and Nonrenewal - IL 02 82 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) Coverage Part  
Commercial Auto Coverage Part  
Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Commercial Property Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Coverage Part  
Farm Umbrella Liability Policy  
Liquor Liability Coverage Part  
Medical Professional Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

A. Paragraph 7. is added to the **Cancellation** Common Policy Conditions:

7. if:

- a. The first Named Insured cancels this policy, we will notify any named creditor loss payee.
- b. We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs a. and b. above do not apply to any mortgageholder.

B. Paragraphs f. and g. of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

- (1) The first Named Insured cancels this policy, we will notify the mortgageholder.
- (2) We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

- (1) The first Named Insured does not renew this policy, we will notify the mortgageholder.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(2) We decide not to renew this policy, we will give written notice to the mortgageholder at least:

- (a) 10 days before an anniversary date or the expiration date of the policy. If the nonrenewal is due to nonpayment of premium; or
- (b) 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added and supersedes any provision to the contrary:

**Nonrenewal**

- 1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.
- 2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal

to the first Named Insured and any named creditor loss payee, at least:

- a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
- b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first named Insured and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs 1. and 2. above do not apply to any mortgageholder.

- D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs A., B. and C. above supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy including any endorsement attached to the policy.
- E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

# Wisconsin Changes - Cancellation and Nonrenewal - IL 02 83 09 07

Policy Amendment(s) Commercial General Provisions

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 Liability Umbrella Coverage Part
- Commercial Property Coverage Part
- Crime and Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Coverage Part
- Farm Umbrella Liability Policy
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

## 7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Julie A. Green  
Secretary

\_\_\_\_\_  
Peter E. Hines  
President

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

**Capital Assets Program (Output Policy) Coverage Part**

**Commercial Inland Marine Coverage Part**

**Commercial Property Coverage Part**

**Crime and Fidelity Coverage Part**

**Equipment Breakdown Coverage Part**

**Farm Coverage Part**

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:
  - (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
  - (2) The facts misrepresented or falsely warranted contribute to the loss.
- b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:
  - (1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy; or
- (4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

## 2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

## 3. Renewal with Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premium, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

## E. Special Provision - Cancellation and Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

# Michigan Changes - Cancellation and Nonrenewal - IL 02 86 09 08

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

- Commercial Automobile Coverage Part**
- Commercial General Liability Coverage Part**
- Commercial Inland Marine Coverage Part**
- Crime and Fidelity Coverage Part**
- Employment-Related Practices Liability Coverage Part**
- Equipment Breakdown Coverage Part**
- Farm Coverage Part**
- Medical Professional Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

A. The CANCELLATION Common Policy Condition is amended as follows:

1. Paragraph 1. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph 3. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund

due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

### **Nonrenewal**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



# New Mexico Changes - Cancellation and Nonrenewal - IL 02 98 05 15

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Capital Assets Program (Output Policy) 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. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

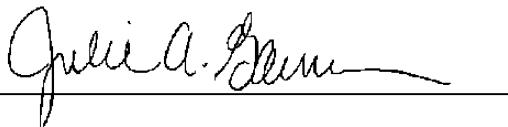
2. Permissible Reasons and Notice Period

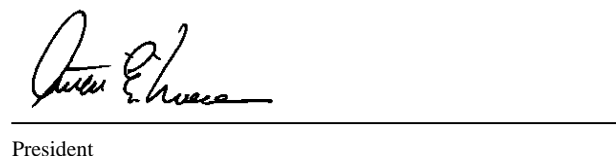
- a. If this Policy has been in effect less than 60 days and is not a renewal of a policy we issued, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
- b. If Paragraph a. does not apply, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium.
  - (2) There has been a substantial change in the risk assumed by us since the Policy was issued.

- (3) The Policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
  - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
  - (5) You presented a claim based on fraud or material misrepresentation.
- c. If we cancel subject to 2.b. above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
- (1) 10 days before the effective date of cancellation, for the reason set forth in 2.b.(1).
  - (2) 30 days before the effective date of cancellation, for the reason set forth in 2.b.(2).

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

- (3) 15 days before the effective date of cancellation, for a reason set forth in 2.b.(3), 2.b.(4) or 2.b.(5).

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this Policy.

- B. The following condition is added and supersedes any provision to the contrary:

**Nonrenewal**

If we decide not to renew this Policy, we will mail to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the Policy.

Proof of mailing will be sufficient proof of notice.

# Louisiana Policy Changes - IL 12 03 04 98

Insured: **Refer to Memorandum** Producer: **R.V.**  
**NUCCIO & ASSOC INC**

Policy Number: **Refer to Memorandum**  
 Effective Date: **Refer to Memorandum**

The following item(s):

- |   |   |
|---|---|
| <input type="checkbox"/> Insured's Name                       | <input type="checkbox"/> Insured's Mailing Address                  |
| <input type="checkbox"/> Policy Number                        | <input type="checkbox"/> Company                                    |
| <input type="checkbox"/> Effective/Expiration Date            | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan                         | <input type="checkbox"/> Premium Determination                      |
| <input type="checkbox"/> Additional Interested Parties        | <input type="checkbox"/> Coverage Forms and Endorsements            |
| <input type="checkbox"/> Limits/Exposures                     | <input type="checkbox"/> Deductibles                                |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes                 |
| <input type="checkbox"/> Rates                                | <input type="checkbox"/> Underlying Insurance                       |

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/> <b>NO CHANGES</b>		
<input type="checkbox"/> <b>TO BE ADJUSTED AT AUDIT</b>	<b>ADDITIONAL PREMIUM</b>	<b>RETURN PREMIUM</b>
	\$	\$

Countersigned by \_\_\_\_\_  
 (Authorized Representative)

This Form must be attached to Change Endorsement when issued after the policy is written.  
 One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
 Secretary *Julie A. Green*

\_\_\_\_\_  
 President *John E. Hines*

**LOUISIANA POLICY CHANGES ENDORSEMENT DESCRIPTION**

# Texas Changes - Cancellation and Nonrenewal - Multi Peril Policy 141359 12 92

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**Commercial Property Coverage Part**  
**Commercial General Liability Coverage Part**  
**Farm Liability Coverage Form**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Boiler and Machinery Coverage Part**  
**Commercial Crime Coverage Part**  
**Commercial Inland Marine Coverage Part**

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b. If this policy has been in effect for 60 or fewer days, we may cancel for any reason.
- c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - (1) Fraud in obtaining coverage;
  - (2) Failure to pay premiums when due;
  - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
  - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.


B. The following condition is added and supercedes any provision to the contrary:

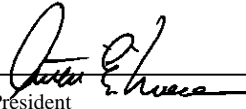
### **Nonrenewal**

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

- C. The following condition is added and supercedes any provision to the contrary.

This company may not cancel or refuse to renew this policy solely because the Insured is an elected official.

# Texas Changes - Multi Peril Policy - 141360 12 92

Policy Amendment(s) Commercial General Provisions

This endorsement amends the General Provisions and Common Policy Conditions of this policy as follows:


The General Provisions and Common Policy Conditions of this policy do not apply to the Commercial

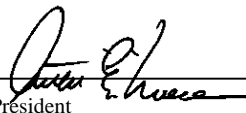
Automobile Coverage Part and only the Provisions and Conditions contained in the Commercial Automobile Coverage Part apply to that Coverage Part.

All reference to the Farm Coverage Part is deleted.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Texas Changes - CG 01 03 06 06

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## **Commercial General Liability Coverage Part**


- A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of **occurrence**, claim or **suit**, or forward demands, notices, summonses or legal papers in connection with a claim or **suit** will bar coverage under this Coverage Part.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

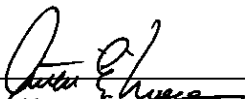


# Kansas and Oklahoma Changes - Transfer of Rights - CG 01 09 11 85

Policy Amendment General Liability

Condition 8., TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
President

# Louisiana Changes - Legal Action Against Us - CG 01 18 12 04

Policy Amendment(s) Commercial General Liability

**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**
- Railroad Protective Liability Coverage Part**

The **Legal Action Against Us** Condition (Section IV - Conditions) is replaced by the following:


## **Legal Action Against Us**

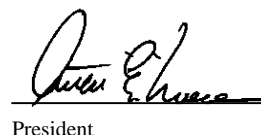
A person or organization may bring a **suit** against us including, but not limited to, a **suit** to recover on an

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# Wisconsin Changes - Amendment of Policy Conditions - CG 01 24 01 93

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Product/Completed Operations Liability Coverage Part**

1. The following is added to **Changes** (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The **Legal Action Against Us** Condition (Section IV) does not apply.
3. The following is added to Condition 6. **Representations** (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. **Transfer of Rights of Recovery Against Others to Us** (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

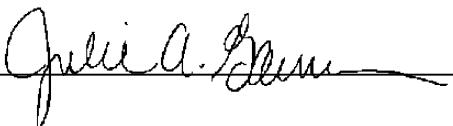
5. Conformity to Statute or Rule

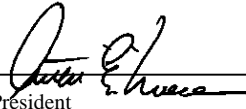
Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. §227.11(2) and published in the Wisconsin Administrative Code.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Louisiana Changes - Insuring Agreement - CG 01 25 03 03

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

A. Paragraph 1.a. of **Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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. 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 end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C. However, using up the Medical Expense Limit does not end our right and duty to defend.

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. Paragraph 1.a. of **Section I - Coverages, Coverage B - Personal And Advertising Injury Liability** is replaced with the following:

1. Insuring Agreement

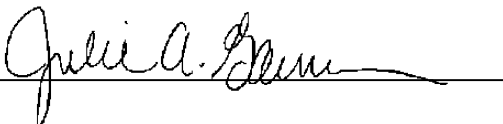
a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result. But:

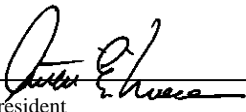
- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C. However, using up the Medical Expense Limit does not end our right and duty to defend.

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Wyoming Changes - CG 01 60 07 98

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

- A. The following is added to Paragraph 1.a.(2) of **Section I - Coverage A - Bodily Injury and Property Damage Liability** and **Section I - Coverage B - Personal and Advertising Injury Liability**:

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

- B. The following is added as the final full paragraph of Paragraph 1., **Insuring Agreement** of **Section I**

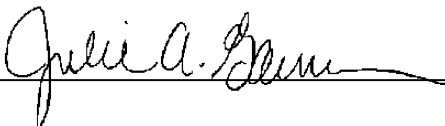
**- Coverage A - Bodily Injury and Property Damage Liability** and **Section I - Coverage B - Personal and Advertising Injury Liability**:

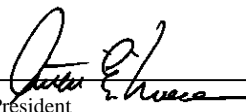
Damages include prejudgment interest awarded against the insured.

- C. Paragraph 1.f. dealing with prejudgment interest in **Section I - Supplementary Payments - Coverages A and B** is deleted.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Vermont Changes - Pollution - CG 01 61 04 13

Policy Amendment(s) Commercial General Liability

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Form (Claims-Made Version)**

**Schedule**

**Pollution Liability Aggregate Limit: \$**

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

A. The following is added to **Section I - Coverages:**

**Coverage D Pollution Bodily Injury and Property Damage**

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** included within the **pollution liability hazard** 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 end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.

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

- 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**;

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- (2) The **bodily injury** or **property damage** did not occur before the Retro-active Date, if any, shown in the Declarations or after the end of the policy period; and
  - (3) A claim for damages because of the **bodily injury** or **property damage** is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V - Extended Reporting Periods.
- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make a settlement in accordance with Paragraph a. above.

All claims for damages because of **bodily injury** to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury** will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of **property damage** causing loss to the same person or organization as a result of an **occurrence** will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for injury or damage arising out of a discharge, release or escape of **pollutants**, including all injury or damage arising out of all subsequent exposure of persons and property to such **pollutants**, shall be deemed to have been made at the time the first of those claims is made against any insured.

## 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) 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
- (2) That the insured would have in the absence of the contract or agreement.

### c. Workers' Compensation and Similar Laws

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

### d. 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:

- (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.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

e. 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 to claims against any insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which resulted in 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**.

f. 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.

g. War

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

- (1) War, including undeclared or civil war; or
- (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.

h. 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; or
- (4) Personal property in the care, custody or control of the insured.

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

i. Products-Completed Operations Hazard

**Bodily injury or property damage** included within the **products-completed operations hazard**.

j. Statutory or Regulatory Clean-up Costs

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**.

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.

B. **Supplementary Payments - Coverages A And B** is replaced by the following:

**Supplementary Payments - Coverages A, B and D**

We will pay, with respect to any claim we investigate or settle, or any **suit** against an insured we defend:

- 1. All expenses we incur.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.

C. The following is added to **Section III - Limits Of Insurance:**

The Pollution Liability Aggregate Limit is the most we will pay under Coverage D for all damages because of injury and damage for which a claim is first made during the policy period or any Extended Reporting Period we provide under Section V - Extended Reporting Periods.

D. Paragraph 4. **Other Insurance** of **Section IV - Conditions** is amended as follows:

All references to Coverage A or B are amended to read Coverage A, B or D.

E. The following additional definition applies:

**Pollution liability hazard** means all **bodily injury** and **property damage** arising out of the discharge, release or escape of **pollutants** at or from:

- a. Premises you own, rent or occupy; or
- b. Any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations.

# New York Changes - Commercial General Liability Coverage Form CG 01 63 07 11

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

A. Paragraph 1. **Insuring Agreement** of Section I - **Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

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 even if the allegations of the **suit** are groundless, false or fraudulent. 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 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.

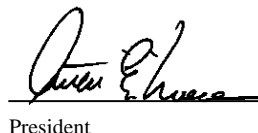
b. This insurance applies to **bodily injury** and **property damage** only if:

- (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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

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**.

B. Paragraph 1.a. of Section I - **Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

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 even if the allegations of the **suit** are groundless, false or fraudulent. 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 and 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.

C. The following is added as Paragraph e. to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition (Paragraph 2. of **Section IV - Commercial General Liability Conditions**):

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of **Section IV - Commercial General Liability Conditions** is replaced by the following:

3. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- (2) 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.

- b. With respect to **bodily injury and personal and advertising injury** claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if

within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- F. The definition of **loading or unloading** in the **Definitions** Section does not apply.

# Michigan Changes - CG 01 68 10 09

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**


**Commercial General Liability Coverage Part**  
**Electronic Data Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

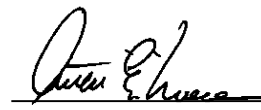
- A. The paragraph relating to prejudgment interest in **Supplementary Payments**, Section I, is replaced by the following:  

Prejudgment interest awarded against the insured on that part of the judgment we pay.
- B. With respect to the **Duties** Condition, Section IV:
  - 1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
  - 2. The last sentence of Paragraph 2.b. is deleted.
  - 3. The reference to Paragraph d. is amended to read Paragraph e.
  - 4. The following is added:
    - d. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# Virginia Changes - CG 01 79 07 10

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

Paragraph f.(1)(a)(i) under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

- (i) **Bodily injury** or **property damage** 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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

# Washington Changes - CG 01 81 05 08

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

A. Exclusion e. of Coverage A - Bodily Injury and Property Damage Liability (Section I - Coverages) applies only to **bodily injury** to any **employee** of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to **bodily injury** to **employees** of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion e. is replaced with the following:

This insurance does not apply to:

1. **Bodily injury** to 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. 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**.

B. Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is an Insured apply only to **employees** of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to **employees** of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to **volunteer workers** is removed from Paragraph 2.(a) of

**Section II - Who Is An Insured** and Paragraphs 2.a.(1) of **Section II** is replaced with the following:

2. Each of the following is also an insured:
  - a. 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** is an insured for:
    - (1) **Bodily injury** or **personal and advertising injury**:
      - (a) To you or your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a **co-employee** while that **co-employee** is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) 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) above; or
      - (c) Arising out of his or her providing or failing to provide professional health care services.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

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Secretary

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President



# Utah Changes - CG 01 86 12 04

Policy Amendment(s) Commercial General Liability

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
- Products/Completed Operations Liability Coverage Part
- Product Withdrawal Coverage Part
- Railroad Protective Liability Coverage Part
- Underground Storage Tank Policy

A. Any Condition titled:

- Duties in the Event of an Electronic Data Incident
- Duties in the Event of Occurrence, Offense, Claim or Suit
- Duties in the Event of Occurrence, Claim or Suit
- Duties in the Event of Injury, Claim or Suit
- Duties in the Event of a Pollution Incident, Claim or Suit

- Duties in the Event of a Claim or Suit or a Defect or Product Withdrawal
- Insured's Duties in the Event of a Loss
- Duties in the Event of an Underground Storage Tank Incident

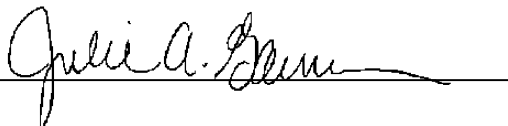
requiring notice to us is amended to include:

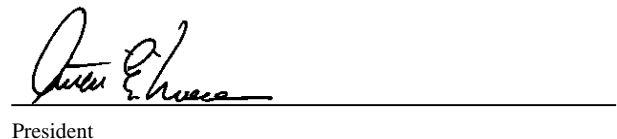
**Notice to our authorized representative is notice to us.**

B. The **Legal Action Against Us** Condition does not apply.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Illinois Changes - Cancellation and Nonrenewal - CG 02 00 12 07

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance under the following:

**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Product Withdrawal Coverage Part**

A. **Cancellation** (Common Policy Conditions) is replaced by the following:

**Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
  - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - b. For a reason other than nonpayment of premium, we will mail the notice at least:
    - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
    - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;

- b. The policy was obtained through a material misrepresentation;
  - c. Any insured has violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
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 will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

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President

- B. The following is added and supercedes any provision to the contrary:

**Nonrenewal**

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal

or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

- C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

# Florida Changes - Cancellation and Nonrenewal - CG 02 20 03 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

- Commercial General Liability Coverage Part
- Electronic Data Liability Coverage Part
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Product Withdrawal Coverage Part
- Products/Completed Operations Liability Coverage Part

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect

a. For 90 Days or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy

only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

B. Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90

days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

# New Hampshire Amendment of Liquor Liability Exclusion - Exception For Scheduled Activities - CG 21 29 04 13

Policy Amendment(s) Commercial General Liability

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

### Schedule

#### Description Of Activity(ies):

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

The following replaces Exclusion c. under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

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.

This exclusion applies only if you:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or

- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to **bodily injury** or **property damage** arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described in the Schedule above.

# Minnesota Changes - CG 26 05 02 07

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

A. The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

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 one year afterward.

B. Paragraph 1. **Bankruptcy** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

1. Bankruptcy

Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligation under this Coverage

Part, and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Coverage Part against the company to the same extent that the insured would have, had the insured paid the final judgment.


C. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Commercial General Liability Conditions**:

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same **occurrence**.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

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Secretary

  
\_\_\_\_\_  
President



# Arkansas Changes - Multi-Year Policies - CG 26 08 04 90

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Pollution Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**


The following is added to the Common Policy Conditions:

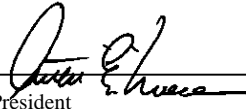
## G. Multi-Year Policies

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

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President 

# New York Changes - Transfer of Duties When a Limit of Insurance Is Used Up - CG 26 21 10 91

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

### Transfer of Duties When a Limit of Insurance Is Used Up

a. If we conclude that, based on **occurrences**, offenses, claims or **suits** which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
- (2) Products/Completed Operations Aggregate Limit;
- (3) Personal and Advertising Injury Limit;
- (4) Each Occurrence Limit; or
- (5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
  - (a) Such a limit has actually been used up; and

(b) Our duty to defend **suits** seeking damages subject to that limit has also ended.

- (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and **suits** seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and **suits**.


We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such **suits** until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

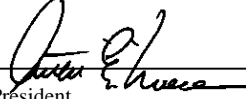
We will take no action whatsoever with respect to any claim or **suit** seeking damages that would have been subject to that limit, had it not been used up, if the claim or **suit** is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a **suit** seeking damages subject to that limit, must arrange for the defense of such **suit** within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such **suit** must be made as soon as practicable.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

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President 

- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or

- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

# Missouri Changes - Guaranty Association - CG 26 25 04 05

Policy Amendment(s) Commercial General Liability

**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**
- Products/Completed Operations Liability Coverage Part**
- Product Withdrawal Coverage Part**
- Railroad Protective Liability Coverage Part**
- Underground Storage Tank Policy**

Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal

year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.


However, the Association will not:


- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Missouri Changes - Medical Payments - CG 26 50 04 13

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

A. Paragraph 1.a. of **Coverage C - Medical Payments** is replaced by the following:

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. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

# Montana Changes - Medical Payments - CG 26 61 10 01

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

## Commercial General Liability Coverage Part

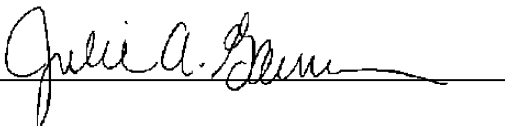
Paragraph 1.b. **Insuring Agreement of Coverage C. Medical Payments** is replaced by the following:

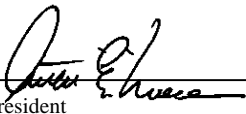
b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay expenses for:

- (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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# California Changes CG 32 34 01 05

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

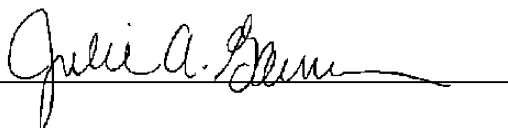
**Commercial General Liability Coverage Part  
Electronic Data Liability Coverage Part  
Owners And Contractors Protective Liability Coverage Part  
Pollution Liability Coverage Part  
Products Withdrawal Coverage Part  
Products/Completed Operations Liability Coverage Part  
Underground Storage Tank Policy**

The term **spouse** is replaced by the following:

Spouse or registered domestic partner under California law.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

  
Secretary

  
President

# Oklahoma - Complete Asbestos Exclusion - CG 70 93 OK 12 92

Insured: **Refer to Memorandum**

Policy Number: **Refer to Memorandum**

Producer: **R.V. NUCCIO & ASSOC INC**

Effective Date: **Refer to Memorandum**

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 judgments 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:

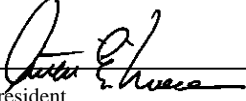
- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 



# Pennsylvania - Complete Asbestos Exclusion - CG 70 93 PA 12 92

Insured: Refer to Memorandum

Policy Number: Refer to Memorandum

Producer: R.V. NUCCIO & ASSOC INC

Effective Date: Refer to Memorandum

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 judgments 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:

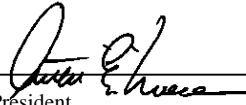
- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary 

President 

# California Changes - Escrow Agent - CR 01 50 08 07

Policy Amendment(s) Commercial Crime and Fidelity Coverage

This endorsement modifies insurance provided under the following:

**Commercial Crime Coverage Form**  
**Commercial Crime Policy**  
**Employee Theft and Forgery Policy**

A. The following is added to Section F. **Definitions:**

1. **Employee** also includes any:

- a. Officer, director or employee of yours who is not compensated when performing acts coming within the scope of the usual duties of an officer or employee of yours; and
- b. Member of any of your committees duly elected or appointed to examine or audit or have custody of your property.

The ownership of all or a portion of the shares of the Named Insured by any

**employee** shall not be a defense to any suit, action or other legal proceeding against us.

B. The following is added to the **Cancellation Of Policy** Condition:

**Notice of Cancellation**

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.

C. Exclusion D.1.a. **Acts Committed By You, Your Partners Or Your Members** is deleted if you are licensed as an escrow agent by the Commissioner of Corporations of the State of California.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

# Change in Control of the Insured - Notice to the Company - California CR 02 56 08 07

Policy Amendment(s) Commercial Crime and Fidelity Coverage

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. **Condi-  
tions:**

**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 follow-  
ing is added to Paragraph (2) of the **Cancellation  
Of Policy** Condition E.1.b.:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

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.

## California Changes - CA 01 43 10 13

Policy Amendment(s) Commercial Auto Dealers Coverage Form - Business Auto Coverage Form  
Motor Carrier Coverage Form

**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 term **spouse** is replaced by the following:

Spouse or registered domestic partner under California law.

B. 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

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

- 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 B.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**.

C. 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.



**Fireman's  
Fund**

## **Policyholder Message - 385488 01 90**

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For routine questions or policy changes, your independent agent or broker is always glad to help. However, in some instances you may have a complaint or question that will require further action. In such cases, please contact:

Customer Service Representative  
Fireman's Fund Insurance Companies  
P.O. Box 8217  
Little Rock, AR 72221-8217  
(501) 228-1000

or

Arkansas Insurance Department  
Consumer Services Division  
400 University Tower Building  
Little Rock, AR 72204  
(501) 371-1813

Please keep this notice with your policy.

This information is furnished in accordance with Act 197 of 1987.



**A Message for Our Texas Customers . . .**

## **Volunteer Fire Department Assistance Fund Assessment - 310640**

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In 2001 the Texas Legislature created the Rural Fire Department Assistance Program. The program, which is directed by the Texas Forest Service, was designed to fund volunteer fire departments across the state with equipment and training. These improvements could save your home, automobile, and belongings in the event of an uncontrolled wildfire threat.

Funding for the program is to be paid through surcharges on premiums for homeowner, fire, farm and ranch, private passenger automobile physical damage, commercial automobile physical damage, and the non-liability portion of commercial multiple peril insurance policies. The amount of the surcharge belonging to your policy is shown on your Declarations page.

If you have any questions, please contact your Fireman's Fund insurance representative.





## Policyholder Message - 386636 01 16

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**Named Insured:** Refer to Memorandum

**Policy Number:** Refer to Memorandum

### **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 Corporate & Specialty  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606-3484

Website: <http://www.agcs.allianz.com/>

Email address for questions: [supportcentral@ffic.com](mailto:supportcentral@ffic.com)

Toll Free Telephone for general questions: 1-866-386-3932

Toll Free Telephone for Claims: 1-800-347-3428

The information above supersedes any other Company contact information you may have received with your policy.



## **Policyholder Message - 385767 08 94**

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### **Information to Policyholders**

Questions about your insurance should be directed to your agent or broker. Additionally, Fireman's Fund Insurance Companies provides you with a telephone number to present inquiries or obtain information about coverage, and to provide assistance in resolving complaints. The telephone number is (800) 527-5787.

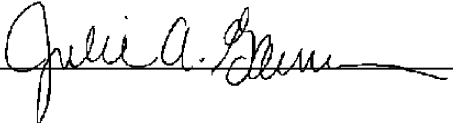
## Company Name Endorsement - IL 70 16 10 92

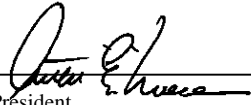
Coverage for sections other than WORKERS' COMPENSATION is provided in the following Company:

THE AMERICAN INSURANCE COMPANY  
11516 Miracle Hills Dr.  
Omaha, NE 68154  
1-800-527-5787

A STOCK INSURANCE CO. (18)

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary 

\_\_\_\_\_  
President 

# Silica Particles Exclusion - California - 145917CA 06 04

Policy Amendment(s)

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.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

## **Allianz Global Risks US Insurance Company Privacy and Security Statement**

Protecting you from loss is important to Allianz Global Risks US. Just as important to us is protecting your personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Allianz Global Risks US family of companies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

**Allianz Global Risks US does not sell your personal information to anyone.** We do not share your personal information with anyone for their own marketing purposes. For this reason, your consent or an "opt-in" is not required. We also do not share your personal information with any of our affiliated companies outside of the Allianz Global Risks US family of insurance companies for their own marketing purposes.

### ***Personal Information about You Allianz Global Risks US collects***

We collect personal information about you that is necessary to process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your broker. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.
- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use "cookies" (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

### ***Personal Information about You Allianz Global Risks US Shares***

We do not share personal information about current or former customers to anyone, except as "allowed by law." "Allowed by law" means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance broker so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

### ***Allianz Global Risks US's Policies and Practices Regarding Security of Personal Information***

Allianz Global Risks US uses 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 about you to those employees who need the information to service your policy. Allianz Global Risks US works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

# Allianz Global Risks US Insurance Company

## Privacy and Security Statement

### *Your Rights Regarding Your Personal Information*

You have a number of rights with respect to your personal information. You have the right to make a request:

- To access your personal information. Once we verify your request, we will deliver a copy of your personal information to you by mail or electronically. If provided electronically, it will be in a readily useable format (to the extent that possible to do so). The information will be provided to you free of charge.
- For us to delete your personal information. We will review your request and delete your personal information unless it is necessary for us to maintain it (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement). If we are unable to delete it, we will let you know why.
- For us to provide the types and specific pieces of personal information we collect about you, the types of sources from which the personal information is collected, and the business purpose for collecting the personal information.

If you wish to make any of the above requests regarding your personal information, please contact us by email at [privacyrequests@agcs.allianz.com](mailto:privacyrequests@agcs.allianz.com) or using the toll-free number 800-807-8810. Be prepared to provide your full name, address and policy or claim number(s). We may require additional information to verify your identity in order to protect you and your personal data.

We will respond to your request within 30 working days. Please be aware that you will not be given access to your information collected or in connection with a claim, or a 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.

If you believe any of your information is incorrect, you can notify us in writing. We will let you know if our review has resulted in a correction of your information. If we do not make a correction, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future.

### *No Discrimination*

We will not discriminate against you if you choose to exercise one of your rights. We will not:

- Deny goods or services
- Charge different prices or rates for goods or services
- Provide a different level or quality of goods or services
- Suggest that you will receive a different price or rate or a different level or quality of goods or services

### *Notification of Change*

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. A summary of our Privacy Policy, along with instructions for reviewing or making other requests regarding your personal information, is displayed on our website (<https://www.agcs.allianz.com/global-offices/united-states/>).

### **For More Information or if You have Questions**

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](mailto:nacorpcompliance@agcs.allianz.com) or you can write to us at:

Allianz Global Risks US  
Corporate Compliance Department  
1465 North McDowell Blvd  
Petaluma, CA  
94954-6516

## **Allianz Global Risks US Insurance Company Privacy and Security Statement**

### **Allianz Global Risks US's Family of Companies**

The following lists the companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company  
Allianz Global Risks US Insurance Company  
Allianz Underwriters Insurance Company  
American Automobile Insurance Company  
Associated Indemnity Corporation  
Chicago Insurance Company  
Fireman's Fund Insurance Company  
Fireman's Fund Indemnity Corporation  
Interstate Fire & Casualty Company  
National Surety Corporation  
The American Insurance Company

**NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS, INC.  
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, Inc. 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:

Member Name: Spencer Dominguez

Member Street Address: W224N2593 Springwo0d  
Waukesha , WI 53186

Authority granting this Certificate:

National Alliance of Special Event Planners, Inc.

Executive Director





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**DISC JOCKEY/KARAOKE JOCKEY/VIDEO JOCKEY  
ANNUAL INSURANCE QUOTE**

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**APPLICANT INFORMATION**

Applicant Name: Xcite Entertainment  
Proposed Coverage Dates: 3/26/2021 to 3/26/2022

Date: 03/25/2021  
Client ID#: 1687837

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<b>POLICY INFORMATION</b>	<b>LIMIT</b>	<b>COST</b>
General Liability Premium	\$2,000,000	\$ 339.66
Property/Equipment Premium	\$16,000	\$ 119.86
Media Library Premium	\$800	\$ 16.00
Crime Premium	Not Covered	\$ 0.00
RVNA, Inc. Additional Insured Charge		\$ 0.00
RVNA, Inc. Loss Payee Charge		\$ 0.00
RVNA, Inc. Corporate Charge		\$ 290.21
State Guarantee/State Surcharges		\$ 0.00
<b>TOTAL ANNUAL COST</b>		<b>\$ 765.73</b>

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**If you wish to purchase this exclusive insurance product, please log in at  
[www.djinsuranceinminutes.com](http://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](http://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.



# DJ/KJ/VJ ANNUAL INSURANCE QUOTE

## 765.73 for 12 months of coverage

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### Selected Coverage

### Limit Selected

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

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

1. Visit [DJInsuranceInMinutes.com](http://DJInsuranceInMinutes.com)
2. Complete Our Easy Application
3. Purchase Your Policy Online

Instantly view, print, and email your documents.

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### 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](#)

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### 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#: 1687837