



DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK RANCH OWNERS  
Policy Number 96-GC-7150-7

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001	COUNTY RD 37 & 94 ELBERT CO 80106	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001A	SIDEWALK	\$ 3,200	See Prop Sch

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Inflation Coverage Index: 191.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$1,000



DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK RANCH OWNERS  
 Policy Number 96-GC-7150-7

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK RANCH OWNERS  
Policy Number 96-GC-7150-7

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000



## DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK RANCH OWNERS  
 Policy Number 96-GC-7150-7

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**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**


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The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$50,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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**SECTION II - LIABILITY**


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COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK RANCH OWNERS  
Policy Number 96-GC-7150-7

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

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CMP-4100	Businessowners Coverage Form
CMP-4815	Directors/Officers Endorsement
CMP-4206.1	Amendatory Endorsement
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705.2	Loss of Income & Extra Expnse
FE-3650	Actual Cash Value Endorsement
CMP-4561.1	Policy Endorsement
FD-6007	Inland Marine Attach Dec

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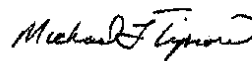
This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

Prepared  
AUG 23 2018  
CMP-4000

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**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
 Atlanta GA 30346-2117

**INLAND MARINE ATTACHING DECLARATIONS**

M-20-2564-FAC8 F V

**Named Insured**

COMANCHE CREEK RANCH OWNERS  
 ASSN INC  
 PO BOX 292  
 ELBERT CO 80106-0292

<b>Policy Number</b>	<b>96-GC-7150-7</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 10 2018	SEP 10 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739                      Inland Marine Conditions  
 FE-8743.1                  Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
 AUG 23 2018  
 FD-6007

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## ATTACHING INLAND MARINE SCHEDULE PAGE

## ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
AUG 23 2018  
FD-6007

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**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
 Atlanta GA 30346-2117

**DECLARATIONS**

<b>Policy Number</b>	<b>96-GC-7150-7</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 10 2018	SEP 10 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

002818 3123

M-20-2564-FAC8 F V

**Named Insured**

COMANCHE CREEK  
 OWNERS ASSOCIATION  
 PO BOX 292  
 ELBERT CO 80106-0292

**Agent and Mailing Address**  
 NEAL WILSON INS AGENCY INC  
 PO BOX 1990  
 ELIZABETH CO 80107-1990

PHONE: (303) 646-5353

**Residential Community Association Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 625.00  
 Minimum Premium

Discounts Applied:  
 Renewal Year  
 Claim Record

Prepared  
 JUL 13 2018  
 CMP-4000

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Continued on Reverse Side of Page

**DECLARATIONS (CONTINUED)**

Residential Community Association Policy for COMANCHE CREEK  
 Policy Number 96-GC-7150-7

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001	COUNTY RD 37 & 94 ELBERT CO 80106	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001A	SIDEWALK	\$ 3,200	See Prop Sch

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Inflation Coverage Index: 191.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$1,000

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 JUL 13 2018  
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DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK  
Policy Number 96-GC-7150-7

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

Prepared  
JUL 13 2018  
CMP-4000

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## DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK  
 Policy Number 96-GC-7150-7

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

**ATTACHING INLAND MARINE SCHEDULE PAGE****ATTACHING INLAND MARINE**

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ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
JUL 13 2018  
FD-6007

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**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
 Atlanta GA 30346-2117

**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	<b>96-GC-7150-7</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 10 2018	SEP 10 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-20-2564-FAC8 F V

**Named Insured**

COMANCHE CREEK  
 OWNERS ASSOCIATION  
 PO BOX 292  
 ELBERT CO 80106-0292

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8743.1                      \*Inland Marine Computer Prop  
 FE-8739                        Inland Marine Conditions

\*New Form Attached

See Reverse for Schedule Page with Limits

Prepared  
 JUL 13 2018  
 FD-6007

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## DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK  
 Policy Number 96-GC-7150-7

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

---

**FORMS AND ENDORSEMENTS**

CMP-4100	Businessowners Coverage Form
CMP-4561.1	*Policy Endorsement
CMP-4705.2	*Loss of Income & Extra Expnse
CMP-4746.1	*Hired Auto Liability
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4815	Directors/Officers Endorsement
CMP-4206.1	Amendatory Endorsement
CMP-4550	Residential Community Assoc
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
FE-3650	Actual Cash Value Endorsement
FD-6007	Inland Marine Attach Dec
	* New Form Attached

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This policy is issued by the State Farm Fire and Casualty Company.

## Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
 Secretary

*Michael J. Ligon*  
 President

Prepared  
 JUL 13 2018  
 CMP-4000

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for COMANCHE CREEK  
Policy Number 96-GC-7150-7

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$50,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
• Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.



# IMPORTANT NOTICE

Effective with this policy term, **CMP-4561.1 POLICY ENDORSEMENT** is added to your policy.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## REDUCTIONS IN COVERAGE OR LIMITS

- **SECTION II — LIABILITY, Section II – Exclusions, Access or Disclosure of Confidential or Personal Information and Data-Related Liability:** There is no coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal 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 that which is otherwise excluded.
- **SECTION II — GENERAL CONDITIONS, Financial Responsibility Laws:** There is no coverage for liability, uninsured motorist, underinsured motorist, no fault, or other coverages required by any motor vehicle law with respect to mobile equipment.
- **SECTION II — DEFINITIONS**
  - Language is added to the definition of "Auto" to include any other land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged. However, "Auto" does not include "mobile equipment."
  - "Mobile equipment" does not include land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos."

## POTENTIAL REDUCTIONS IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

### SECTION I — EXTENSIONS OF COVERAGE

- Paragraph **4.a.(1)** under **Collapse** is revised to state that "Collapse" means an abrupt falling down or caving in of a building or any part of a building. Language stating that as a result of the collapse, the building or part of the building cannot be occupied for its intended purpose is deleted.
  - **Water Damage, Other Liquids, Powder or Molten Material Damage:** We will not pay the cost to tear out and replace any part of a building necessary to repair the system or appliance from which water or other substance escaped. However, we will pay the cost to tear out and replace only that particular part of the covered building necessary to gain access to the system or appliance from which the covered water or other substance escaped.
- ### SECTION II — LIABILITY, Section II – Exclusions
- **Liquor Liability:** This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person who may be under the influence of alcohol if the occurrence that caused the bodily injury or property damage involved that which would be otherwise excluded.
  - **Recording and Distributing Material:** Language is added to state there is no coverage for damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate any other federal, state or local law, statute, regulation or ordinance that may provide a basis for a separate claim or cause of action arising out of any communication referenced in this section.

- **SECTION II — WHO IS AN INSURED:** Language is added to state that any person or entity employed by the owner or person or entity from whom you hire or borrow a "non-owned auto" is not an insured. Language is added to emphasize that an employee, regarding the use of a "non-owned auto" you own, hire, or borrow, is not an insured with respect to bodily injury to a co-employee or for any consequential bodily injury to the spouse, child, parent, brother or sister of that co-employee.

#### BROADENINGS OR ADDITIONS OF COVERAGE

- **SECTION II — LIABILITY, Section II – Exclusions, Aircraft, Auto or Watercraft:** This exclusion does not apply to the operation of your business from a land vehicle:
  - While it is parked and functioning, other than "loading and unloading," as a premises for your business operations; and
  - 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 or registration law where it is licensed or principally garaged.

#### OTHER CHANGES

- **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**
  - **Our Rights Regarding Claim Information:** We have added a provision stating that we will not be restricted or prohibited from obtaining, using, or retaining records as part of the claim process. The records will be obtained, used, and retained in accordance with applicable laws and regulations consistent with our business functions.
  - **Electronic Delivery:** We have added a provision permitting electronic delivery of documents and notices with the consent of the insured.
- **SECTION II — MEDICAL EXPENSES, Coverage M – Medical Expenses:** Paragraph 1.d.(2) is revised to state that we will pay medical expenses when the injured person or, when appropriate, someone acting on behalf of that person executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim. Such authorizations must not:
  - Restrict us from performing our business functions in obtaining records, bills, information, and data or in using or retaining records, bills, information, and data collected or received by us;
  - Require us to violate federal or state laws or regulations;
  - Prevent us from fulfilling our data reporting and retention obligations to insurance regulators; or
  - Prevent us from disclosing claim information and data to enable performance of our business functions, meet our reporting obligations to insurance regulators and data consolidators, and as otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request, the person making claim or his or her legal representative must obtain the information and promptly provide it to us.

Endorsement **CMP-4561.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4561.1 POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

**2. Paragraph 2.f. Dishonesty under SECTION I – EXCLUSIONS** is replaced by the following:

**f. Dishonesty**

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party;
- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

**3. SECTION I – EXTENSIONS OF COVERAGE** is amended as follows:

a. Paragraph 4.a.(1) under **Collapse** is replaced by the following:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;

b. Paragraph 5. is replaced by the following:

**5. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

c. Paragraph 13. is replaced by the following:

**13. Personal Property Off Premises**

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies

only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B — Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

**Business Personal Property In Portable Storage Units**

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

4. **SECTION II — LIABILITY** is amended as follows:

- a. **Section II — Exclusions** is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring,

employment, training, or monitoring of others by an insured; or 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 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) 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 or motor vehicle registration law where it is licensed or principally garaged;

- (2) The operation of any of the following machinery or equipment:

- (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

- (3) The operation of your business from a land vehicle:

- (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

- (b) 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 or motor vehicle registration

law where it is licensed or principally garaged.

- (3) Paragraphs **17.b.** and **17.c.** under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

- (4) The last paragraph of **17.h.** under **Personal And Advertising Injury** is replaced by the following:

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;

- (5) Paragraphs **18. Electronic Data** and **19. Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

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

- a. Damages 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; or
- b. Damages arising out of 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 **a.** or **b.** above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

**19. Recording and Distribution of Material**

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

b. Paragraph 1.d.(2) under **Coverage M – Medical Expenses** is replaced by the following:

(2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

(a) Restrict us from performing our business functions in:

- i. Obtaining records, bills, information, and data; or
- ii. Using or retaining records, bills, information, and data collected or received by us;

(b) Require us to violate federal or state laws or regulations;

(c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or

(d) Prevent us from disclosing claim information and data:

- i. To enable performance of our business functions;
- ii. To meet our reporting obligations to insurance regulators;
- iii. To meet our reporting obligations to insurance data consolidators; and

iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

c. **SECTION II — WHO IS AN INSURED** is amended as follows:

(1) Paragraph 1.c. does not apply.

(2) Paragraphs 2.b.(1) and (4) are replaced by the following:

(1) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"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 co-"employee" as a consequence of Paragraph (a) above;

(4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

d. Paragraph 2.b. under **Financial Responsibility Laws** of **SECTION II — GENERAL CONDITIONS** does not apply.

e. **SECTION II — DEFINITIONS** is amended as follows:

(1) Paragraph 2. is replaced by the following:

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 or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph 15. "mobile equipment":

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

(3) Paragraphs 18.f. and g. of "personal and advertising injury" are replaced by the following:

f. The use of another's advertising idea in your "advertisement";



- g. Infringing upon another's trade dress or slogan in your "advertisement", or
  - h. Infringement of another's copyright, patent, trademark, or trade secret.
- f. The following are added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

**Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph **b.(1)** above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph **b.(1)** above; or
    - (b) Any other information we have in our possession as a result of

our processing, handling, or otherwise resolving claims submitted under this policy.

- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
  - (1) To enable performance of our business functions;
  - (2) To meet our reporting obligations to insurance regulators;
  - (3) To meet our reporting obligations to insurance data consolidators;
  - (4) To meet other obligations required by law; and
  - (5) As otherwise permitted by law.
- d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

**Electronic Delivery**

With your consent, we may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

All other policy provisions apply.

CMP-4561.1

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# IMPORTANT NOTICE

Effective with this policy term, **CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE** replaces **CMP-4705 LOSS OF INCOME AND EXTRA EXPENSE**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement **CMP-4705.2** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.

### COVERAGES

#### 1. Loss Of Income

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and

- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:

- (a) Services; or  
(b) Is used to gain access to; the described premises.

- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

#### 2. Extra Expense

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal



property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
  - (a) Services; or
  - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

### 3. Extended Loss Of Income

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:
  - (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and
  - (2) Ends on the earlier of:
    - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or
    - (b) 60 consecutive days after the date determined in Paragraph a.(1) above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b. "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

### 4. Civil Authority

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
  - (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.
- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
  - (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority coverage for "Loss Of Income" ends;
 whichever is later.

### EXTENSIONS OF COVERAGE

#### 1. Newly Acquired Property

- a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as

described in Paragraph 12. of SECTION I — EXTENSIONS OF COVERAGE of your policy.

- b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

## 2. Interruption Of Web Site Operations

- a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

### (1) Coverage Time Period

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

### (2) Conditions

- (a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.

- (b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the **Inland Marine Computer Property Form**.

- b. The most we will pay in any one occurrence under this coverage is \$10,000.

## 3. Off Premises – Loss Of Income

- a. You may extend the insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- b. The most we will pay in any one occurrence under this coverage is \$20,000.

## EXCLUSIONS

We will not pay for:

1. Any "Extra Expense", or increase of "Loss Of Income", caused by:
  - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or
  - b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".
2. Any other consequential loss.

## CONDITION

### Resumption Of Operations

We will reduce the amount of your:

1. "Loss Of Income", other than "Extra Expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

## DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

However, for any loss covered under Paragraph 22.b.(4) of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

**DEFINITIONS**

1. "Extra Expense" means expense incurred:

- a. To avoid or minimize the "suspension" of business and to continue "operations":
  - (1) At the described premises; or
  - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations;
- b. To minimize the "suspension" of business if you cannot continue "operations"; or
- c. To:
  - (1) Repair or replace any property; or
  - (2) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or "Loss Of Income" coverage.

2. "Loss Of Income" means the sum of the amounts as described in a. and b. below:

- a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:
  - (1) "Rental value";
  - (2) "Maintenance fees", if you are a condominium association or other similar community association;
  - (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
  - (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.

4. "Operations" means your business activities occurring at the described premises.

- 5. "Ordinary payroll expenses":
  - a. Mean payroll expenses for all your employees except:
    - (1) Officers;
    - (2) Executives;
    - (3) Department Managers; and
    - (4) Employees under contract.

- b. Include:
  - (1) Payroll;
  - (2) Employee benefits, if directly related to payroll;
  - (3) FICA payments you pay;
  - (4) Union dues you pay; and
  - (5) Workers' compensation premiums.

6. "Period of restoration":
 

- a. Means the period of time that:
  - (1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and
  - (2) Ends on the earlier of:
    - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of any ordinance or law that:
 

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

b. Does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

7. "Rental value" means:

- a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
- b. The amount of all charges which are the legal obligation of the tenant(s) and

which would otherwise be your obligations; and

- c. The fair rental value of any portion of the described premises which is occupied by you.

8. "Suspension" means:

- a. The partial slowdown or complete cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

CMP-4705.2

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# IMPORTANT NOTICE

Effective with this policy term, **FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM** replaces **FE-8743 INLAND MARINE COMPUTER PROPERTY FORM**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement **FE-8743.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

## **FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM**

### INSURING AGREEMENT

We will pay for accidental direct physical loss to:

1. "Computer equipment", used in your business operations, that you own, lease from others, rent from others, or that is loaned to you. However, we do not insure "computer equipment" used to operate or control vehicles.
2. Removable data storage media used in your business operations to store "electronic data".

We do not insure property you lease to others or rent to others.

We do not insure "computer programs" or "electronic data" except as provided in the Computer Programs And Electronic Data Extension Of Coverage.

### LIMIT OF INSURANCE

We will pay for all covered loss up to the limits shown on the Schedule Page.

### DEDUCTIBLE

The deductible amount shown on the Schedule Page will only apply to the property covered under this form. This amount will be deducted from the amount of any loss under this coverage.

### EXCLUSIONS

1. We do not insure under any coverage for any loss to any property while in transit as checked baggage on a commercial airline;
2. We do not insure for loss either consisting of, or caused by, one or more of the following:
  - a. Errors and omissions in programming. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - b. Faulty, inadequate, unsound or defective design, specifications, workmanship, or repair. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - c. Wear, tear, marring, scratching, rust, corrosion or deterioration. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - d. Property that is missing, where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
  - e. Any dishonest or criminal act occurring at any time by you, any of your partners, employees, directors, or trustees;
  - f. Hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, we do insure for any resulting loss unless the resulting loss itself is excluded; or
  - g. Obsolescence;
3. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for

such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

**a. Fungi**

Growth, proliferation, spread or presence of "fungi", including:

- (1) Any loss of use or delay in repairing or replacing covered property, including any associated cost or expense, due to interference at the location of the covered property or at the location of the repair or replacement of that property by "fungi";
- (2) Any remediation of "fungi", including the cost or expense to:
  - (a) Remove the "fungi" from covered property or to repair, restore or replace that property;
  - (b) Take apart and repair any property as needed to gain access to the "fungi";
  - (c) Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi"; or
  - (d) Remove any property to protect it from the presence of or exposure to "fungi"; and
- (3) The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.

**b. Governmental Action**

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.

**c. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss caused by that fire.

**d. 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.

**EXTENSIONS OF COVERAGE**

**1. Computer Programs And Electronic Data**

**a. We will pay for accidental direct loss to:**

- (1) The following types of "computer programs" and "electronic data" that you own, license from others, lease from others, or rent from others:
  - (a) "Computer programs" used in your business operations; or
  - (b) The "electronic data" that exists in "computer" memory or on "computer" storage media, used in your business operations.
- (2) That portion of your customers' "electronic data" that is supplied to you for processing or other use in your business operations. Coverage for customers' "electronic data" is limited to the specific data file(s) containing the information you are processing or using in your business operations.

We do not cover any property you lease to others, rent to others or license to others. We do not cover "computer equipment" or removable data storage media under this Extension Of Coverage. This coverage extension is included in the Limit Of Insurance shown on the Schedule Page.

Loss does not include any consequential loss except as may be provided in the optional Loss Of Income And Extra Expense coverage.

**b. All items under the EXCLUSIONS section of this form apply to this Extension Of Coverage except:**

- (1) Item a. in Paragraph 2. does not apply to:
  - (a) "Computer programs" other than the program in which the error or omission in programming occurs; and
  - (b) "Electronic data";
 covered under this extension;
- (2) Item b. in Paragraph 2. does not apply to "electronic data" covered under this extension; and
- (3) Items c. and d. in Paragraph 2. do not apply to "computer programs" and "electronic data" covered under this extension.

c. We do not provide coverage for loss to, or loss of value resulting from infringement of, your intellectual property rights.

**2. Fire Protection Devices**

We will cover your expense, for up to \$25,000, to recharge or refill any fire protection devices which have been discharged to protect the covered property.

The amount we pay under this Extension Of Coverage is an additional amount of insurance and is not subject to a deductible.

**3. Debris Removal**

We will cover your expense to remove the debris of covered property, caused by Covered Cause Of Loss.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

**SPECIAL CONDITIONS**

**1. Valuation**

We agree all losses to:

- a. "Computer equipment" will be determined based on the cost to repair or replace with that of similar performance, capacity or function.
- b. Removable data storage media will be determined based on the cost to repair or replace that media with blank media of similar performance, capacity or function.
- c. "Computer programs":
  - (1) That are commercial off-the-shelf will be determined based on the cost to repair or replace with that of similar performance, capacity or function; or
  - (2) That are not commercial off-the-shelf will be determined based on the cost of reproducing the programs if they are reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the programs.
- d. "Electronic data" will be determined based on the cost of reproducing the data, if it is reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the data.

**2. One Loss**

If an initial loss causes other losses, all will be considered one loss. All losses that are the result of the same event will be considered one loss.

**OPTIONAL COVERAGE – LOSS OF INCOME AND EXTRA EXPENSE**

1. If a limit is shown on the Inland Marine Schedule Page for Loss Of Income And Extra Expense, coverage under this form is provided, subject to that limit, for the following:

- a. The actual "Loss Of Income" you sustain due to the necessary "suspension" of your operations during the "period of restoration". The "suspension" must be caused by damage or destruction to property covered under this form, by a Covered Cause Of Loss; and
- b. Any necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no damage or destruction to property covered under this form, by a Covered Cause Of Loss.

We will only pay for "Loss Of Income" or "extra expense" that you sustain during the "period of restoration" that occurs within 12 consecutive months after the date of loss. We will only pay for "ordinary payroll expenses" for 90 days following the date of loss.

2. We will not pay for:

- a. Any "extra expense" or increase of "Loss Of Income" caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your operations, we will cover such loss that affects your "Loss Of Income" during the "period of restoration";
- b. Any "extra expense" caused by suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration";
- c. Any other consequential loss; or
- d. Loss caused by 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.

**DEFINITIONS**

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Computer equipment" means "computers", "computer" cables and wiring not attached to or forming a part of a building, and equipment manuals. "Computer equipment" does not mean other types of devices with internal computing capability, such as intelligent devices that contain an embedded chip or some other form of logic circuitry, or the computing components in those devices.
3. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
4. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from "computer" software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of "computer" software which are used with electronically controlled equipment.
5. "Extra expense" means expense incurred:
  - a. To avoid or minimize the "suspension" of business and to continue operations.
  - b. To minimize the "suspension" of business if you cannot continue operations.
  - c. To repair or replace any property to the extent it reduces the amount of loss that would otherwise have been payable under this coverage or "Loss Of Income" coverage.
6. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungus.
7. "Loss Of Income" means the sum of the amounts as described in a. and b. below:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct loss had occurred, including:
    - (1) "Rental value";
    - (2) "Maintenance fees", if you are a condominium association or other similar community association;
    - (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
    - (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.
  - b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

Net income does not include any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.
8. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
9. "Ordinary payroll expenses":
  - a. Mean payroll expenses for all your employees except:
    - (1) Officers;
    - (2) Executives;
    - (3) Department Managers; and
    - (4) Employees under contract;
  - b. Include:
    - (1) Payroll;
    - (2) Employee benefits, if directly related to payroll;
    - (3) FICA payments you pay;
    - (4) Union dues you pay; and
    - (5) Workers' compensation premiums.
10. "Period of restoration" means the period of time that:
  - a. Begins immediately after the time of loss to property covered by this form; and
  - b. Ends on the date when the property covered by this form should be repaired, rebuilt, restored or replaced with reasonable speed and similar quality.

The expiration date of this policy will not cut short the "period of restoration".
11. "Rental value" means:
  - a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
  - b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. The fair rental value of any portion of the described premises which is occupied by you.
12. "Suspension" means the partial slowdown or complete cessation of your business activities.



# IMPORTANT NOTICE

Effective with this policy term, **CMP-4746.1 HIRED AUTO LIABILITY** replaces **CMP-4746 HIRED AUTO LIABILITY**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

Please read the new endorsement thoroughly and note that language is added under **SECTION II – WHO IS AN INSURED** to state that any person or entity employed by the owner or lessee of a hired auto is not an insured.

Endorsement **CMP-4746.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4746.1 HIRED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

1. The insurance provided under **Coverage L – Business Liability** in **SECTION II – LIABILITY**, applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

2. For insurance provided by this endorsement only:

a. The exclusions under **Section II – Exclusions**, other than exclusions **1., 2., 4., 7., and 10.**, and the **SECTION II – NUCLEAR ENERGY LIABILITY EXCLUSION**, are deleted and replaced by the following:

(1) “Bodily injury” to:

(a) An “employee” of the insured arising out of and in the course of:

- i. Employment by the insured; or
- ii. Performing 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:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(a) Liability assumed by the insured under an “insured contract”; or

(b) “Bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

- (2) "Property damage" to:
- (a) Property owned or being transported by, or rented or loaned to the insured; or
  - (b) Property in the care, custody or control of the insured.
- b. We will not pay under **Coverage M – Medical Expenses** for "bodily injury" arising out of the use of any "hired auto".
- c. **SECTION II – WHO IS AN INSURED**, is replaced by the following:
1. Each of the following is an insured under this endorsement to the extent set forth below:
    - a. You;
    - b. Any other person using a "hired auto" with your permission; and
    - c. Any other person or organization, but only for their liability because of acts or omissions of an insured under a. or b. above.
  2. None of the following is an insured:
    - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
    - b. Any:
      - (1) Partner or "executive officer" for any "auto" owned by or registered to such partner or officer
      - or a member of his or her household; or
      - (2) "Employee" for any "auto" owned by or registered to such "employee" or a member of his or her household;
  3. With respect to this endorsement the following additional definitions apply:
    - a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
    - b. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or members (if you are a partnership or joint venture), "members" or "managers" (if you are a limited liability company), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or members of their households.

All other policy provisions apply.

CMP-4746.1

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(CONTINUED)

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

## **FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

FE-6999.2



## **IMPORTANT NOTICE . . . Data Compromise Coverage Now Available**

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### **Coverage Summary**

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4815 DIRECTORS AND OFFICERS LIABILITY**

This endorsement modifies insurance provided under the following:  
**BUSINESSOWNERS COVERAGE FORM**

1. The following coverage is added to **SECTION II — LIABILITY**:

### **DIRECTORS AND OFFICERS LIABILITY**

- a. When a Limit Of Insurance is shown in the Declarations for Directors And Officers Liability, we will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this endorsement applies.

We will have the right and duty to defend the insured, by counsel of our choice against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this endorsement does not apply. We may at our discretion, investigate any incident and settle any claim or "suit" with or without the insured's consent, for any reason and at any time. But

- (1) The most we will pay for damages is limited as described in **SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend and when we have used up that amount in the payment of judgments or settlements for a "wrongful act".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II — Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if the "wrongful act" takes place:

- (1) During the policy period and a claim is made in writing or "suit" filed during the same policy period; or

- (2) Prior to the policy period where:

- (a) There is no other insurance which:
- Is valid and collectible; or
  - Would be valid and collectible but for the exhaustion of the limits of insurance;

- (b) No insured listed under **SECTION II — WHO IS AN INSURED** and no employee authorized by you to give or receive notice of a "wrongful act" had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or "suit"; and

- (c) A claim is made in writing or "suit" filed and brought during the policy period.

- c. All damage involving a single "wrongful act" or a series of related "wrongful acts", caused by one or more persons, is considered one "wrongful act".

2. With respect to coverage provided under Directors And Officers Liability, all exclusions under **Section II — Exclusions** are replaced with the following:

### **Section II — Exclusions**

This coverage provided under Directors And Officers Liability does not apply to:

- a. **Criminal Acts**

Dishonest, fraudulent, criminal or malicious act, including fines and penalties resulting from these acts.

- b. **Actual Knowledge Or Intent**

"Wrongful act" by an insured with actual knowledge of its wrongful nature or with intent to cause injury or damage.

- c. **Bodily Injury, Property Damage Or Personal Or Advertising Injury**

"Bodily injury", "property damage" or "personal or advertising injury" liability.

- d. **Profit Or Advantage From Securities**

Any profit, remuneration or advantage, resulting from the purchase or sale of any securities, including an accounting of these.

**e. Salaries Or Compensations**

Salaries, compensations, bonuses or other remuneration, of employees, directors, officers, "managers" or trustees.

**f. Insurance Policy and Claims**

Any failure or omission to effect, maintain, or procure any insurance policy or bond, including any failure or omission to report a loss or obtain proper amounts, forms, conditions or provisions on any insurance policy or bond.

**g. Personal Profit Or Advantage**

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

**h. Civil Right Violations**

Violations of any federal or state civil rights law or local ordinance, including but not limited to discrimination on account of race, religion, disability, sex or age.

**i. Non-Monetary Relief**

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

**j. Fines Or Penalties**

Any civil or criminal fines or penalties imposed by law or taxes.

**k. ERISA**

Any obligation of the insured under the Employees' Retirement Income Security Act (ERISA) and any amendments thereto or any similar federal, state or local statute.

**l. Pollution, "Fungi" Or Bacteria**

"Pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction.

**m. Construction Operations**

Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

**n. Rights Against Builder**

Any failure or inability of any insured to enforce your rights against the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

**o. Workers' Compensation And Similar Laws**

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

**p. Employment-Related Practices**

(1) Damages to:

(a) A person arising out of any:

- i. Refusal to employ that person;
- ii. Termination of that person's employment; or
- iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, malicious prosecution, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (a) above.

(2) This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity;

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or

(c) Whether the injury causing event described in Paragraph (1)(a) above occurs before employment, during employment or after employment of that person.

**q. Other Organizations**

Any "wrongful act" committed or allegedly committed by any insured serving in any position or capacity in any organization or association other than the Named Insured even if the Named Insured directed or requested that insured to serve in such other position or capacity.

**r. Supervision Of Contractors**

Any "wrongful act" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

**s. Budgeting**

Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

**3. With respect to coverage provided under Directors And Officers Liability, SECTION II — WHO IS AN INSURED is replaced by the following:**

The unqualified word insured means only the following:

a. Any of your directors, officers, "managers" or trustees, collectively and individually, which form your administrative body provided that each individual:

(1) Is duly elected or appointed to serve on the managing body of the organization; and

(2) Acts within the scope of their duties as a director, officer, "manager" or trustee on your behalf;

However if the declarant, builder, sponsor, developer, promoter, engineer or architect is also a director, officer, "manager" or trustee, the declarant, builder, sponsor, developer, promoter, engineer or architect is an insured, but only with respect to their liability arising solely out of his or her capacity as a director, officer, "manager" or trustee.

b. The Named Insured shown in the Declarations with respect to liability because of "wrongful acts" committed by an insured.

c. Any of your members or renters, but only with respect to their liability for your activities or activities they perform on your behalf as a member of a committee appointed by the administrative or managing body.

d. Any lawful spouse of any person identified in Paragraph a.(1) or a.(2) above, but only in respect to liability arising solely out of his or her capacity as a spouse where such liability seeks damages from the marital property, community property, jointly held property or property transferred from any person identified in Paragraph a.(1) or a.(2)

above. The spouse is not an insured for any "wrongful act" of any person in Paragraph a.(1) or a.(2) above.

e. No person or organization, including those listed in Paragraphs a. through d. above, is an insured with respect to "wrongful acts":

(1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or

(2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.

**4. With respect to coverage provided under Directors And Officers Liability, SECTION II — LIMITS OF INSURANCE is replaced by the following:**

**SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**

a. The Limits Of Insurance for Directors And Officers Liability, shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Premises insured;
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits".

b. The most we will pay for damages because of any one "wrongful act" is the Directors And Officers Liability Limit shown in the Declarations.

The most we will pay for the sum of all damages because of all "wrongful acts" during the policy period is the Directors And Officers Aggregate Limit shown in the Declarations.

**5. With respect to coverage provided under Directors And Officers Liability, the following definition is added to SECTION II — DEFINITIONS:**

"Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an insured arising solely out of his or her capacity as director, officer, "manager" or trustee relating to the operations of your organization.

All other policy provisions apply.