

**Commercial Lines Policy Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

In return for the 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.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

<b>Coverage Part</b>	<b>Premium</b>
Businessowners Coverage	\$21,022.00
Commercial Auto Coverage	\$142.00
Total Premium:	\$21,164.00
Total Including Taxes, Fees and Surcharges:	\$21,164.00

**This is not a bill.** A billing invoice will be sent separately.

See attached schedule for forms applicable to all coverage parts.

**Commercial Lines Policy Declaration**

---

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

---

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

---

**Named Insured Schedule**

Northgate East Townhome Owners Association

**Commercial Lines Policy Declarations**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Location Schedule**

Loc	Address	City	County	State	Zip
1	5401-5405 NE Briarwood Dr	Ankeny	Polk	IA	50021
2	5409-5413 NE Briarwood Dr	Ankeny	Polk	IA	50021
3	5417-5421 NE Briarwood Dr	Ankeny	Polk	IA	50021
4	5425-5429 NE Briarwood Dr	Ankeny	Polk	IA	50021
5	5523-5527 NE Briarwood Dr	Ankeny	Polk	IA	50021
6	5418-5422 NE Briarwood Dr	Ankeny	Polk	IA	50021
7	5410-5414 NE Briarwood Dr	Ankeny	Polk	IA	50021
8	5433-5511 NE Briarwood Dr	Ankeny	Polk	IA	50021
9	5515-5519 NE Briarwood Dr	Ankeny	Polk	IA	50021
10	5402-5406 NE Briarwood Dr	Ankeny	Polk	IA	50021
11	5502-5506 NE Creek Ridge	Ankeny	Polk	IA	50021
12	5607 NE Creek Ridge Dr	Ankeny	Polk	IA	50021

**Commercial Lines Policy Declarations**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 Northgate East Townhome Owners Association  
 2183 NW 86th St  
 STE A  
 Clive, IA 50325

**Agency Name and Address:** 14119  
 BROWN-MCNERNEY-JOHNSON INS AGY  
 6150 VILLAGE VIEW DR., STE 100  
 WEST DES MOINES, IA 50266  
 515-270-6814

**Location Schedule**

Loc	Address	City	County	State	Zip
13	5426 NE Briarwood Dr	Ankeny	Polk	IA	50021
14	5430 NE Briarwood Dr	Ankeny	Polk	IA	50021

**Commercial Lines Policy Declarations**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 Northgate East Townhome Owners Association  
 2183 NW 86th St  
 STE A  
 Clive, IA 50325

**Agency Name and Address:** 14119  
 BROWN-MCNERNEY-JOHNSON INS AGY  
 6150 VILLAGE VIEW DR., STE 100  
 WEST DES MOINES, IA 50266  
 515-270-6814

**Forms Schedule**

Number	Edition	Description
IL0017Z	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
WB214	0523	MEMBERSHIP AND VOTING NOTICE
IL0276Z	0908	IOWA CHANGES - CANCELLATION AND NONRENEWAL
BP0523	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
WB660	0420	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

# MEMBERSHIP AND VOTING NOTICE

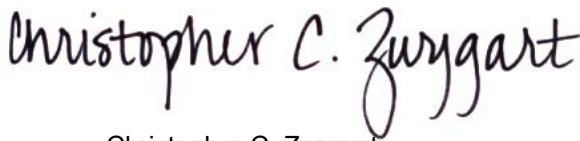
## MUTUALS – MEMBERSHIP AND VOTING NOTICE

The named insured is notified that by virtue of this policy, the named insured is a member of the West Bend Mutual Insurance Company of West Bend, Wisconsin and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the second Tuesday of March commencing in 2007 and each year thereafter, at 10:00 a.m.

## MUTUALS – PARTICIPATION CLAUSE WITH CONTINGENT LIABILITY

No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, we have caused this policy to be executed and attested.



Christopher C. Zwygart  
Secretary



Robert J. Jacques  
President

**West Bend Mutual Insurance Company**  
1900 S. 18th Avenue  
West Bend, WI 53095  
800-236-5010

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE  
COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "claim", 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.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$</b>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.	
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, 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. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**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 a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) 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 exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$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 exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, 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.

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620

**Policy Period:** 04/20/2024 to 04/20/2025

**Policy Number:** A759837 04

at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**

Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:**

BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

14119

Form of Business: Association

**Businessowners Liability Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$4,000,000
Products/Completed Operations Aggregate Limit	\$6,000,000
Each Occurrence Limit	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
Medical Expense Limit, Any One Person	\$1,000
Damage to Premises Rented to You Limit	\$300,000

Refer to the attached schedules and forms for other limits, premiums and coverage provided by this policy.

Total Premium: \$21,022

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Description of Location or Premises Schedule**

Loc	Bldg	Building and Occupancy Description	Construction	Protection Class
1	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
2	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
3	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
4	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
5	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Description of Location or Premises Schedule**

Loc	Bldg	Building and Occupancy Description	Construction	Protection Class
6	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
7	1	Building #1 - Two Units Townhouses - Residential - 1 to 12 Units	Frame	02
8	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02
9	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02
10	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Description of Location or Premises Schedule**

Loc	Bldg	Building and Occupancy Description	Construction	Protection Class
11	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02
12	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02
13	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02
14	1	Building #1 Townhouses - Residential - 1 to 12 Units	Frame	02

**Businessowners Coverage Declaration**

---

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

---

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

---

**Blanket Summary Schedule**

Blanket Summary	Limit of Insurance	Premium
Locations: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Blanket Building	\$8,978,100	\$16,295

See Businessowners Coverage Schedule for specific location details and applicable deductibles.

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Coverage Schedule**

Loc	Bldg	Type	Limit of Insurance	Premium
1	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		
		Businessowners Liability		\$212
Loc	Bldg	Type	Limit of Insurance	Premium
2	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		
		Businessowners Liability		\$212
Loc	Bldg	Type	Limit of Insurance	Premium
3	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

Wind/Hail Deductible – 5%

Automatic Increase – 8%

Wind/Hail – Cosmetic Damage Roof Surfacing Excluded

Businessowners Liability \$212

Loc	Bldg	Type	Limit of Insurance	Premium
4	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$212

Loc	Bldg	Type	Limit of Insurance	Premium
5	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$212

Loc	Bldg	Type	Limit of Insurance	Premium
-----	------	------	--------------------	---------



**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

6	1	Blanket Building	Included	Included
Replacement Cost				
Deductible – \$2,500				
Wind/Hail Deductible – 5%				
Automatic Increase – 8%				
Wind/Hail – Cosmetic Damage Roof Surfacing Excluded				
Businessowners Liability				\$294

Loc	Bldg	Type	Limit of Insurance	Premium
7	1	Blanket Building	Included	Included
Replacement Cost				
Deductible – \$2,500				
Wind/Hail Deductible – 5%				
Automatic Increase – 8%				
Wind/Hail – Cosmetic Damage Roof Surfacing Excluded				
Businessowners Liability				\$294

Loc	Bldg	Type	Limit of Insurance	Premium
8	1	Blanket Building	Included	Included
Replacement Cost				
Deductible – \$2,500				
Wind/Hail Deductible – 5%				
Automatic Increase – 8%				
Wind/Hail – Cosmetic Damage Roof Surfacing Excluded				

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620

**Policy Period:** 04/20/2024 to 04/20/2025

**Policy Number:** A759837 04

at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

Businessowners Liability \$212

Loc	Bldg	Type	Limit of Insurance	Premium
9	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$212

Loc	Bldg	Type	Limit of Insurance	Premium
10	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$294

Loc	Bldg	Type	Limit of Insurance	Premium
11	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

Wind/Hail Deductible – 5%

Automatic Increase – 8%

Wind/Hail – Cosmetic Damage Roof Surfacing Excluded

Businessowners Liability \$133

Loc	Bldg	Type	Limit of Insurance	Premium
12	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$89

Loc	Bldg	Type	Limit of Insurance	Premium
13	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		

Businessowners Liability \$155

Loc	Bldg	Type	Limit of Insurance	Premium
-----	------	------	--------------------	---------

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

14	1	Blanket Building	Included	Included
		Replacement Cost		
		Deductible – \$2,500		
		Wind/Hail Deductible – 5%		
		Automatic Increase – 8%		
		Wind/Hail – Cosmetic Damage Roof Surfacing Excluded		
		Businessowners Liability		\$155

Loc	Bldg	Type	Limit of Insurance	Premium
8		Money and Securities		
		Inside the Premises	\$10,000	\$57
		Outside the Premises	\$5,000	Included
		Deductible – \$500		

Loc	Bldg	Type	Limit of Insurance	Premium
9		Money and Securities		
		Inside the Premises	\$10,000	\$57
		Outside the Premises	\$5,000	Included
		Deductible – \$500		

Loc	Bldg	Type	Limit of Insurance	Premium
10		Money and Securities		
		Inside the Premises	\$10,000	\$57
		Outside the Premises	\$5,000	Included

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620

**Policy Period:** 04/20/2024 to 04/20/2025

**Policy Number:** A759837 04

at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

Deductible – \$500

Loc	Bldg	Type	Limit of Insurance	Premium
11		Money and Securities		
		Inside the Premises	\$10,000	\$57
		Outside the Premises	\$5,000	Included
		Deductible – \$500		

Loc	Bldg	Type	Limit of Insurance	Premium
12		Money and Securities		
		Inside the Premises	\$10,000	\$57
		Outside the Premises	\$5,000	Included
		Deductible – \$500		

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620

**Policy Period:** 04/20/2024 to 04/20/2025

**Policy Number:** A759837 04

at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Schedule of Coverages Applicable To All Locations**

Type	Limit of Insurance	Premium
Business Income and Extra Expense – No Waiting Period	Actual Loss Sustained, Not To Exceed 12 Consecutive Months	Included
Extended Business Income – Number of Days: 90		Included
Employee Dishonesty Deductible – \$500	\$5,000	Included
Forgery or Alteration Deductible – \$500	\$5,000	Included

See attached Forms Schedule for forms and endorsements applicable to this coverage.

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Schedule of Endorsements Applicable to All Locations**

Description	Form Number	Premium
Equipment Breakdown	WB80SM	\$887
Property Additional Coverages and Coverage Extensions Endorsement – Essential	WB2905	\$450
Plus Pak – Businessowners Liability	WB2109SM	\$50
Voluntary Property Damage	WB1166	\$0
Water Backup and Sump Overflow	BP0453Z	\$50

**Schedule of Endorsements Applicable to a Specific Location**

Loc	Bldg	Description	Form Number	Premium
See	Form	Additional Insured – Managers or Lessors of Premises	BP0402	\$0

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Schedule of Miscellaneous Premiums**

Description	Form Number	Premium
Terrorism Risk Insurance Act (Property)	See Forms Schedule	\$94
Terrorism Risk Insurance Act (Property – Fire Only)	See Forms Schedule	\$40
Terrorism Risk Insurance Act (Liability)	See Forms Schedule	\$13

See attached Forms Schedule for forms and endorsements applicable to this coverage.



**Businessowners Coverage Declaration**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Businessowners Forms Schedule**

Number	Edition	Description
BP0003	0713	BUSINESSOWNERS COVERAGE FORM
BP0184	0702	IOWA CHANGES
BP0192	1105	IOWA BUSINESSOWNERS STANDARD FIRE POLICY PROVISIONS
BP0312	0110	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES
BP0402	0713	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
BP0408	0106	ADDITIONAL INSURED - TOWNHOUSE ASSOCIATIONS
BP0412	0106	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
BP0417	0110	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP1560	0221	CYBER INCIDENT EXCLUSION
BP0441	0713	BUSINESS INCOME CHANGES - TIME PERIOD
BP0453Z	0713	WATER BACK-UP AND SUMP OVERFLOW
BP0454	0106	NEWLY ACQUIRED ORGANIZATIONS
BP0483	0110	REMOVAL OF INSURANCE-TO-VALUE PROVISION
BP0497	0106	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
BP0577	0106	FUNGI OR BACTERIA EXCLUSION (LIABILITY)

**Businessowners Coverage Declaration**

**Customer Number:** 1000245620

**Policy Period:** 04/20/2024 to 04/20/2025

**Policy Number:** A759837 04

at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**

Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:**

BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

14119

**Businessowners Forms Schedule**

Number	Edition	Description
BP0707	0106	BUSINESS LIABILITY COVERAGE - AMENDMENT OF LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE
BP1007	0702	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS - WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES
BP1410	0110	BRANDS AND LABELS
BP1481Z	0713	LIMITATIONS ON COVERAGE FOR ROOF SURFACING
BP1504	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
BP1511	1216	EXCLUSION - UNMANNED AIRCRAFT
BP1701	0713	CONDOMINIUM ASSOCIATION COVERAGE
WB1166	0414	VOLUNTARY PROPERTY DAMAGE COVERAGE
WB1460Z	0118	AMENDMENT - WHO IS AN INSURED
WB1718	0820	AMENDMENT-LIQUOR LIABILITY EXCLUSION
WB1958A	0109	EXCLUSION - LEAD LIABILITY
WB2077	0118	SPECIAL BUSINESSOWNERS AMENDMENT
WB2109SM	0118	PLUS PAK - BUSINESSOWNERS LIABILITY
WB80SM	0118	EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
WB2905	1220	PROPERTY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS ENDORSEMENT

**Businessowners Coverage Declaration**

---

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

---

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

---

**Businessowners Forms Schedule**

Number	Edition	Description
WB1392BP	0223	EXCLUSION – BIOMETRIC IDENTIFIERS OR BIOMETRIC DATA
WB1468BP	0224	EXCLUSION - ASBESTOS OR ASBESTOS PRODUCTS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2% Or 5%)
1	5%
2	5%
3	5%

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

The following provisions apply to **Section I – Property:**

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

**WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;

**3. Personal property in the open.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 – \$1,600 = \$58,400

**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720).  
The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2% Or 5%)
4	5%
5	5%
6	5%

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

The following provisions apply to **Section I – Property:**

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

**WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;

**3. Personal property in the open.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 – \$1,600 = \$58,400

**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720).  
The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2% Or 5%)
7	5%
8	5%
9	5%

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

The following provisions apply to **Section I – Property:**

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

**WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;

**3. Personal property in the open.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 – \$1,600 = \$58,400



**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720).  
The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2% Or 5%)
10	5%
11	5%
12	5%

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

The following provisions apply to **Section I – Property:**

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

**WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;

**3. Personal property in the open.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 – \$1,600 = \$58,400

**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720).  
The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Windstorm Or Hail Deductible Percentage (Enter 1%, 2% Or 5%)
13	5%
14	5%
	%

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

The following provisions apply to **Section I – Property:**

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

**WINDSTORM OR HAIL DEDUCTIBLE CALCULATION**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building that sustains loss or damage;
2. The personal property at each building at which there is loss or damage to personal property;

**3. Personal property in the open.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%.

**BUILDING**

Step (1): \$80,000 X 2% = \$1,600

Step (2): \$60,000 – \$1,600 = \$58,400

**PERSONAL PROPERTY**

Step (1):  $\$64,000 \times 2\% = \$1,280$

Step (2):  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720).  
The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – MANAGERS OR LESSORS  
OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> 5401-5405 NE Briarwood Dr, Ankeny, IA 50021-9616 - Building #1 - Two Units
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> HOA Management Solutions
<b>Additional Premium:</b> \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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 additional exclusions apply:

This insurance does not apply to:

- 1.** Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

**2.** Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – MANAGERS OR LESSORS  
OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> 5409-5413 NE Briarwood Dr, Ankeny, IA 50021-9616 - Building #1 - Two Units
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> HOA Management Solutions
<b>Additional Premium:</b> \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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 additional exclusions apply:

This insurance does not apply to:

- 1.** Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

**2.** Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> 5417-5421 NE Briarwood Dr, Ankeny, IA 50021-9616 - Building #1 - Two Units
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> HOA Management Solutions
<b>Additional Premium:</b> \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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 additional exclusions apply:

This insurance does not apply to:

- 1.** Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

**2.** Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – MANAGERS OR LESSORS  
OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> 5425-5429 NE Briarwood Dr, Ankeny, IA 50021-9616 - Building #1 - Two Units
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> HOA Management Solutions
<b>Additional Premium:</b> \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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 additional exclusions apply:

This insurance does not apply to:

- 1.** Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

**2.** Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<p><b>A. Premises:</b> Only Locations Shown On The Declarations</p>
<p><b>B. Project:</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to **Section II – Liability:**

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**Section I – Property** is amended as follows:

**A.** The following exclusion is added to Paragraph **B. Exclusions:**

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

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including "electronic data").
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

**3. Computer Fraud And Funds Transfer Fraud Endorsement**

The exclusion in Paragraph **A.** does not apply to the Computer Fraud And Funds Transfer Fraud endorsement when attached to your policy.

**4. Electronic Commerce Endorsement**

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**5. Information Security Protection Endorsement**

The exclusion in Paragraph **A.** does not apply to the Information Security Protection Endorsement when attached to your policy.

**C. Vandalism**

The following is added to Vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

<b>Policy Limit Of Insurance (Annual Aggregate Limitation Applies)</b>	
\$ 10,000	
Separate Premises Option <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Premises Number</b>	<b>Limit Of Insurance (Annual Aggregate Limitation Applies)</b>
	\$
	\$
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** We will pay for direct physical loss or damage, not caused by your negligence, to Covered Property under **Section I – Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

**B.** With respect to the coverage provided under this endorsement, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings; or
- (4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1) or (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**C. Business Income And Extra Expense**

We will pay for business income loss and extra expense in accordance with the terms of the coverage applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in Paragraph A.

## **D. Limits Of Insurance**

### **1. Policy Limit**

The most we will pay, for the coverage provided under this endorsement for the total of all direct physical loss or damage and business income and/or extra expense occurring during the policy term is the Policy Limit indicated in the Schedule. This limit does not apply separately to each location.

### **2. Premises Limit**

If the Schedule indicates that the Separate Premises Option applies, then the most we will pay for the coverage provided under this endorsement for the total of all direct physical loss or damage and business income and/or extra expense occurring during the policy term is the Limit Of Insurance, as indicated for each premises. The Limit Of Insurance applies separately to each premises described in the Schedule.

## **E. Annual Aggregate Limitation**

The most we will pay for the total of all direct physical loss or damage sustained and business income and/or extra expense caused by all occurrences in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time, is the Limit Of Insurance or the Premises Limit of Insurance described in the Schedule.

With respect to an occurrence which begins in one policy year and continues or results in additional direct physical loss or damage, loss of business income, or extra expense you incur in a subsequent policy year(s), all direct physical loss or damage, loss of business income, or extra expense you incur is deemed to be sustained in the policy year in which the occurrence began.

**F.** Paragraph **D.** Deductibles applies.

**G.** For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Person Or Organization:</b>
Any party with whom the insured agrees to waive subrogation in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
1	1	B
2	1	B
3	1	B

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

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

(f) Roof surfacing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.**

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

**C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vents, ridges, and valleys.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
4	1	B
5	1	B
6	1	B

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

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

(f) Roof surfacing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.**

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

**C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vents, ridges, and valleys.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
7	1	B
9	1	B
8	1	B

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

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

(f) Roof surfacing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.**

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

**C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vents, ridges, and valleys.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
10	1	B
11	1	B
12	1	B

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

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

(f) Roof surfacing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.**

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

**C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vents, ridges, and valleys.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
13	1	B
14	1	B

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

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

(f) Roof surfacing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.**

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

**C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vents, ridges, and valleys.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<input type="checkbox"/>	<b>Bodily Injury And Property Damage:</b> Paragraph <b>A.</b> in this endorsement does not apply if an "X" is shown in the box.
<input type="checkbox"/>	<b>Personal And Advertising Injury:</b> Paragraph <b>B.</b> in this endorsement does not apply if an "X" is shown in the box.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Liability** is amended as follows:

**A.** Exclusion **B.1.g.** is replaced by the following:

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

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

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 51 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) 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;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) 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
  - (ii) The operation of any of the following machinery or equipment:
    - i. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - ii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**B. The following is added to Exclusion B.1.p. Personal And Advertising Injury:**

This insurance does not apply to:

**p. Personal And Advertising Injury**

"Personal and advertising injury":

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**C. The following definition is added to Paragraph F. Liability And Medical Expenses Definitions:**

"Unmanned aircraft" means an aircraft that is not:

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VOLUNTARY PROPERTY DAMAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>		<b>DEDUCTIBLE</b>	
Property Damage	2,500	Each Occurrence	250	Each Claim
	2,500	Aggregate		

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

Unless specifically modified or deleted, all exclusions listed in **Section II - Liability, Paragraph B. Exclusions** of the Businessowners Coverage Form apply to the coverage provided by this endorsement.

For the purpose of the coverage provided by this endorsement, **Section II - Liability** is amended as follows:

1. The following is added to **Paragraph A. Coverages:**

#### **Insuring Agreement**

We will pay, at the request of the insured, for "property damage" to property of others in the insured's care, custody or control. The "property damage" must be caused by an "occurrence" and result from operations which take place away from any premises the insured rents, owns or occupies and which are a part of your business. That business must be afforded coverage under the policy to which this endorsement is attached.

However, we shall have no duty whatsoever to defend claims and/or "suits" for which the only coverage provided is under this endorsement.

2. **Exclusion**

**Paragraph B.1.m. Damage To Your Work** is replaced by the following:

#### **m. 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".

3. **Limits of Insurance**

- a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or

- (3) Persons or organizations making claims or bringing "suits".

- b. The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement;

- c. Subject to b. above, the Each Occurrence Limit is the most we will pay because of all "property damage" arising out of any one "occurrence".

The limits of this endorsement 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.

4. **Deductible**

We will not pay for loss or damage for any claim until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Liability.

The terms of this insurance apply irrespective of the application of the deductible amount.

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.

## **5. Conditions**

### **a. Additional Duties In The Event Of An Occurrence, Claim or Suit.**

In the event of loss, at our request you shall replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges. Any property so paid for or replaced shall become our property. Payment under this endorsement shall not constitute an admission of liability of the insured or, except for this endorsement, us.

### **b. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, then the insurance provided by this endorsement is excess. We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

Paragraph **1.c. Exclusions** of **Section II – Liability** is replaced by the following:

#### **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 allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by an 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:

- (1)** Manufacture, sell or distribute alcoholic beverages; or
- (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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

**Coverage**

Spoilage Limit \$ 50,000

**Deductible**

Combined, All Coverages \$ \_\_\_\_\_

Direct Coverages \$ \_\_\_\_\_ (\*other conditions, if required, will be shown below)

Indirect Coverages \$ \_\_\_\_\_  
or \_\_\_\_\_ hours (\*other conditions, if required, will be shown below)  
or \_\_\_\_\_ Times Average Daily Value

### **Other Conditions**

**A.** The following is added to paragraph **A.3. Covered Causes of Loss** in **Section I – Property**:

**Additional Coverage – Equipment Breakdown**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an "accident" or "electronic circuitry impairment", there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident" or "electronic circuitry impairment". We will consider "electronic circuitry impairment" to be physical damage to "covered equipment".

2. The following coverages also apply to the direct result of an "accident" or "electronic circuitry impairment". However, with respect to coverage **2.h. Service Interruption** below, and any Dependent Properties coverage provided by this policy, coverage will apply only to the direct result of an "accident" and will not apply to the direct result of an "electronic circuitry impairment". These coverages do not provide additional amounts of insurance.

**a. Business Income and Extra Expense**

- (1) Any insurance provided under the policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement.
- (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense.

**b. Data Restoration**

- (1) We will pay for your reasonable and necessary cost to research, replace and restore lost "electronic data".
- (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000.

**c. Expediting Expenses**

- (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
  - (a) Make temporary repairs; and
  - (b) Expedite permanent repairs or permanent replacement.
- (2) The most we will pay for loss or expense under this coverage is \$25,000.

**d. Hazardous Substances**

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.
- (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.i.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000.

**e. Off Premises Equipment Breakdown**

- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the "accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "electronic data" contained within "covered equipment" as described under **(1)** above. This amount may not exceed the limit applicable to Data Restoration coverage.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, and Data Restoration as described in **(2)** above is the limit for Property Off-Premises coverage, shown in your policy.

**f. Public Relations**

- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
- (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. The communication must be directed to one or more of the following:
  - (a) The media;
  - (b) The public; or
  - (c) Your customers, clients or members.
- (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
- (4) The most we will pay for loss or expense under this coverage is \$5,000.

**g. Resultant Damage to Animals**

- (1) Any insurance provided under the policy for "animals" is extended to the coverage provided by this endorsement.
- (2) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000.

## **h. Service Interruption**

- (1)** Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
- (2)** "Cloud computing services" must be provided by a professional provider with whom you have a contract.
- (3)** With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".
- (4)** Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.
- (5)** The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage.

## **i. Spoilage**

- (1)** We will pay for:
  - (a)** Physical damage to "perishable goods" due to spoilage;
  - (b)** Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
  - (c)** Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- (2)** If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.
- (3)** The most we will pay for loss, damage or expense under this coverage is \$50,000 unless otherwise shown in the above Schedule.

## **B. The following is added to paragraph B. Exclusions:**

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

### **1. The following exclusions are modified:**

- a.** As respects this endorsement only, the next to the last paragraph in Exclusion **B.1.h.** is deleted and replaced with the following:

However, if excluded loss or damage, as described in paragraph **(1)** above results in an "accident" or "electronic circuitry impairment", we will pay only for the loss, damage or expense caused by such "accident" or "electronic circuitry impairment".

- b.** As respects this endorsement only, the last paragraph of exclusion **B.2.i.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.i.(1)** through **(7)** results in an "accident" or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

- c.** The following is added to exclusions **B.2.m.** and **B.2.n.:**

We will also pay for direct physical loss or damage caused by an "accident" or "electronic circuitry impairment".

### **2. The following exclusions are added:**

- a.** We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":

- (1)** Fire, including smoke from a fire;

- (2) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
  - (3) Any other explosion, except as specifically covered under this endorsement;
  - (4) Any earth movement, including but not limited to earthquake, subsidence, sink-hole collapse, landslide, earth sinking, tsunami or volcanic action;
  - (5) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer or drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies; or
  - (6) Vandalism.
- b.** Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:
- (1) Lightning;
  - (2) Windstorm or hail. However, this exclusion does not apply when:
    - (a) "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from wind-blown rain, snow, sand or dust; and
    - (b) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.
  - (3) Smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;
  - (4) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;
  - (5) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
  - (6) Water or other means used to extinguish a fire.
- c. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
  - d. We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment": Any "fungi", wet rot or dry rot, including and presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot. This includes but is not limited to, costs arising from clean up, removal, or abatement of such "fungi", wet rot or dry rot. However, this exclusion does not apply to spoilage of personal property that is "perishable goods", to the extent that such spoilage is covered under Spoilage coverage.
  - e. Exclusions **2.b.(1)**, **2.b.(2)**, **2.b.(3)** and **2.b.(4)** above shall not apply if:
    - (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;
    - (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
    - (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under this policy.

**C. Deductible**

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in the above Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision **D. Deductibles** is deleted and replaced with the following:

**1. Deductibles for Each Coverage**

- a. Unless the above Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown".
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the above Schedule.

We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.

- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown", only the highest deductible for each coverage will apply.

## 2. Direct and Indirect Coverages

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the above Schedule.
- b. Unless more specifically indicated in the Schedule:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

## 3. Application of Deductibles

### a. Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable Limit of Insurance.

### b. Time Deductible

If a time deductible is shown in the Schedule we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

### c. Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period.

No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption.

The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".

The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

## 4. Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

## D. Conditions

1. The following conditions are in addition to the Conditions in the Businessowners Coverage Form.

### a. Suspension

Whenever "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

## **b. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

2. As respects this endorsement only. Loss Payment Condition **5.d.** in the Businessowners Coverage Form is deleted and replaced with the following:

a. We will determine the value of Covered Property as follows:

(1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:

- (a) The cost to repair the damaged property;
- (b) The cost to replace the damaged property on the same site; or
- (c) The amount you actually spend that is necessary to repair or replace the damaged property.

(2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.

(3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or equality or of a different size or capacity.

(4) Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.

(5) The following property will be valued on an Actual Cash Value basis:

- (a) Any property that does not currently serve a useful or necessary function for you; and
- (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment".

Actual Cash Value includes deductions for depreciation.

(6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:

- (a) The property was manufactured by you;
- (b) The sales price of the property is less than the replacement cost of the property; or
- (c) You are unable to replace the property before its anticipated sale.

(7) Except as specifically provided for under Date Restoration coverage, "electronic data" and "media" will be valued on the following basis:

- (a) For mass-produced and commercially available software, at the replacement cost.
- (b) For all other "electronic data" and "media", at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

## **E. Definitions**

The following definitions are added with respect to this endorsement only:

1. "Accident":

a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (4) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

**b.** None of the following is an "accident":

- (1) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
- (2) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

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

**2.** "Animal" means any creature of the kingdom Animalia. This includes, but is not limited to amphibians, birds, fish, insects, mammals, reptiles, and worms.

**3.** "Boilers and vessels" means:

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

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

**4.** "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service), and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.

**5.** "Covered equipment"

**a.** "Covered equipment" means Covered Property:

- (1) That generates, transmits or utilizes energy;
- (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; or
- (3) If your lease requires you to maintain it, air conditioning and heating equipment that is part of the building or structure you occupy but do not own.

"Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.

**b.** None of the following is "covered equipment":

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

**6.** "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

**7.** "Electronic circuitry impairment"

**a.** "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in **b.**, **c.** and **d.** below.

- b. We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".
  - c. The "covered equipment" must be owned or leased by you, or operated under your control.
  - d. None of the following is an "electronic circuitry impairment":
    - (1) Any condition that can be reasonably remedied by:
      - (a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
      - (b) Rebooting, reloading or updating software or firmware; or
      - (c) Providing necessary power or supply.
    - (2) Any condition caused by or related to:
      - (a) Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
      - (b) Insufficient size, capability or capacity of the "covered equipment".
    - (3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
8. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
9. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
10. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one equipment breakdown". All "accidents" or "electronic circuitry impairments" that are the result of the same "accident" or "electronic circuitry impairment" will be considered "one equipment breakdown".
11. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
12. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel.
- This term does not appear elsewhere in this endorsement, but may appear in the above Schedule.
13. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

The most we will pay for loss, damage or expense under this endorsement arising from any "one equipment breakdown" is the applicable Limit of Insurance in the Declarations unless otherwise shown in the Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PROPERTY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**ESSENTIAL**     **ELITE**

COVERAGE EXTENSIONS	LIMITS OF INSURANCE OR TERMS AND CONDITIONS CHANGE	
COVERAGE		
<b>Accounts Receivable</b>	\$ 250,000	At Each Premises
	\$ 5,000	At Premises Not Described
<b>Building Material Theft – Non-owned Premises</b>	\$ 5,000	Policy Limit
<b>Ordinance Or Law – Building Or Tenant's Improvements And Betterments</b>	Replacement Cost Valuation Required	
	The Lesser of \$ 100,000 or 20% of the Limit of Insurance	Combined Demolition Cost & Increased Cost Of Construction
<b>Electronic Data Processing Equipment and Software</b>	\$ 25,000	At Each Premises
<b>Fine Arts</b>	\$ 25,000	At Each Premises
<b>Increase In Rebuilding Expenses Following Disaster</b>	15%	Additional Expense Coverage/At Each Premises
<b>Lock And Key Replacement</b>	\$ 2,500	Any One Occurrence
<b>Newly Acquired Or Constructed Property</b>		
<b>Building</b>	\$ 1,000,000	At Each Building
<b>Business Personal Property</b>	\$ 500,000	At Each Building
<b>Period Of Coverage</b>	30	Days
<b>Non-Owned Detached Trailers</b>	\$ 5,000	Any One Occurrence
<b>Outdoor Fences</b>	Included	
<b>Outdoor Property</b>		
<b>Maximum In Any One Occurrence</b>	\$ 10,000	Any One Occurrence
<b>Maximum Per Tree, Shrub Or Plant</b>	\$ 1,000	Any One Occurrence
<b>Outdoor Signs</b>		
<b>Attached</b>	Included	
<b>Detached</b>	\$ 20,000	At Each Premises
<b>Personal Property</b>		
<b>Off-premises</b>	\$ 100,000	Up To 90 Days
<b>In Transit</b>	\$ Refer to this Endorsement	Policy Occurrence

<b>Personal Effects</b>	\$ 50,000	<b>At Each Premises</b>
<b>Personal Property Of Others</b>	\$ 25,000	<b>At Each Premises</b>
<b>Portable Tools</b>	Actual Cash Value Coverage	
<b>Maximum In Any One Occurrence</b>	\$ 25,000	<b>Any One Occurrence</b>
<b>Maximum To You Or Any Employee</b>	\$ 5,000	<b>Any One Occurrence</b>
<b>Premises Boundary</b>		<b>Distance Limitation Increased To 1,000 Feet</b>
<b>Property At Fairs Or On Exhibition</b>	\$ 50,000	<b>Any One Occurrence</b>
<b>Property In Custody Of Sales Representatives</b>	\$ 25,000	<b>Any One Occurrence</b>
<b>Rewards</b>	\$ 50,000	<b>Any One Occurrence</b>
<b>Spoilage</b>	\$ 10,000	<b>At Each Premises</b>
<b>Valuable Papers And Records (Other Than Electronic Data)</b>	\$ 250,000	<b>At Each Premises</b>
	\$ 5,000	<b>At Premises Not Described</b>
<b>Water Back Up; Sump Pump Overflow</b>	\$ 5,000	<b>Per Policy / Annual Aggregate</b>
<b>ADDITIONAL COVERAGES</b>		
<b>Business Crime</b>		
<b>Computer Fraud And Funds Transfer Fraud</b>	\$ 5,000	<b>Any One Occurrence</b>
<b>Employee Dishonesty</b>	\$ 10,000	<b>Any One Occurrence</b>
<b>Forgery Or Alteration</b>	\$ 10,000	<b>Any One Occurrence</b>
<b>Identity Theft Expense</b>	\$ 50,000	<b>Policy Period</b>
<b>Kidnap Expense</b>	\$ 50,000	<b>Policy Period</b>
<b>Money And Securities</b>	\$ 5,000	<b>Inside The Premises – Any One Occurrence</b>
	\$ 5,000	<b>Outside The Premises – Any One Occurrence</b>
<b>Money Orders And Counterfeit Money</b>	\$ 5,000	<b>Any One Occurrence</b>
<b>Business Income &amp; Extra Expense</b>		
<b>Lost Lease Protection</b>	\$ 5,000	<b>Policy Period</b>
<b>Business Income From Dependent Properties</b>	\$ 25,000	<b>Any One Occurrence</b>
<b>Business Travel Accidental Death Benefit</b>	\$ 50,000	<b>Policy Period</b>
<b>Conference Cancellation</b>	\$ 25,000	<b>Policy Period</b>
<b>Debris Removal Additional Limit</b>	\$ 50,000	<b>At Each Location</b>
<b>Donation Assurance</b>	\$ 50,000	<b>Policy Period</b>
<b>Emergency Real Estate Consulting Fee</b>	\$ 50,000	<b>Policy Period</b>
<b>Fire Department Service Charge</b>	\$ 250,000	<b>At Each Premises</b>
<b>Fire Extinguisher System Recharge Expense</b>	Included	
<b>Fundraising Event Blackout</b>	\$ 25,000	<b>Policy Period</b>
<b>Image Restoration Counseling</b>	\$ 50,000	<b>Policy Period</b>
<b>Officers Or Directors Replacement Expenses</b>	\$ 50,000	<b>Policy Period</b>
<b>Peak Season</b>	100%	<b>Not Applicable To Blanket</b>
<b>Political Unrest Coverage</b>	\$ 50,000	<b>Policy Period</b>

<b>Pollutant Cleanup And Removal</b>	\$ 25,000	<b>At Each Premises / Annual Aggregate</b>
<b>Temporary Meeting Space Rental</b>	\$ 25,000	<b>Policy Period</b>
<b>Terrorism Travel Reimbursement</b>	\$ 50,000	<b>Policy Period</b>
<b>Travel Delay Reimbursement</b>	\$ 1,500	<b>Per Policy Period / 72 Hour Waiting Period</b>
<b>Utility Services Failure – Off Premises</b>	Excluding Overhead Lines	
<b>Workplace Violence Counseling</b>	\$ 50,000	<b>Policy Period</b>

This Limit Of Insurance or Term And Condition is in addition to any other insurance provided by this endorsement and is the most we will apply for loss or damage for the indicated Coverage.

The coverage provided by this endorsement is subject to **Section I – Property**, including the deductible provisions, except as otherwise provided within this endorsement.

Coverages provided by this endorsement are in excess of any other specific coverages that are provided in other Coverage Parts or other Policies provided by West Bend Mutual Insurance Company.

#### A. Coverage

Paragraph A. Coverage is amended as follows:

1. Paragraph **1.a.(6)(b) Covered Property**; Paragraph **1.b. Covered Property**; and Paragraph **6. Coverage Extensions**, the distance limitation of within 100 feet of the described premises is amended to read within 1,000 feet of the described premises.
2. Paragraph **4.b. Limitations** is deleted.

#### B. Additional Coverages

In addition to the Limits Of Insurance, of **Section I Property** you may extend the insurance provided by this policy to these Additional Coverages.

Unless otherwise indicated, the Limits Of Insurance provided by these Additional Coverages are in addition to Paragraph **C. Limits Of Insurance**.

Unless otherwise indicated Paragraph **D. Deductibles** applies to these Additional Coverages.

1. Paragraph **5.a.(1)** through **(4) Debris Removal** is deleted and replaced by:

##### a. Debris Removal

- (1) Subject to Paragraphs **(2)**, **(3)** and **(4)**, we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;

- (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3)** Subject to the exceptions in Paragraph **(4)** the following provisions apply:
- (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to Paragraph **(3)(a)** above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for the removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to the additional amount indicated in the Schedule for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the Limit of Insurance shown in the Schedule.

2. Paragraph 5.c. **Fire Department Service Charge** is deleted and replaced by:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown in the Schedule for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

Paragraph **D. Deductibles** does not apply to this Additional Coverage.

3. Paragraph 5.h. **Pollutant Clean-up And Removal** is deleted and replaced by:

**h. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is the Limit of Insurance shown in the Schedule for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

4. Paragraph 5.i. **Increased Cost Of Construction** is deleted.

5. Paragraph 5.m. **Business Income From Dependent Properties** is deleted and replaced by:

**m. Business Income From Dependent Properties**

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is the Limit of Insurance shown in the Schedule.

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
- (a) Source of materials; or
  - (b) Outlet for your products.
- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (4) Dependent property means property owned by others whom you depend on to:
- (a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
  - (b) Accept your products or services;
  - (c) Manufacture your products for delivery to your customers under contract for sale; or
  - (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which:
- (a) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or
  - (b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipelines or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

- (i) Water supply services;
- (ii) Wastewater removal services;
- (iii) Communication supply services; or
- (iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

- (6) The coverage period for Business Income under this Additional Coverage:
- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and
  - (b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (7) The Business Income coverage period, as stated in Paragraph (6), does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
  - (b) 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 reduce the Business Income coverage period.

- (8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

6. Paragraph **5.o. Fire Extinguisher Systems Recharge Expense** is deleted and replaced by:

**o. Fire Extinguisher Systems Recharge Expense**

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1,000 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

Paragraph **D. Deductibles** does not apply to this Additional Coverage.

7. The following are added to Paragraph **A.5. Additional Coverages**:

Unless otherwise indicated, the Limits Of Insurance provided by these Additional Coverages are in addition to Paragraph **C. Limits Of Insurance**.

Unless otherwise indicated Paragraph **D. Deductibles** applies to these Additional Coverages.

**s. Business Travel Accidental Death Benefit**

We will pay a Business Travel Accidental Death Benefit for any expenses incurred by the named insured if a director or officer suffers an "injury" resulting in death or loss of limbs, sight, speech or hearing as described in Paragraph **2.** below, while traveling on a common carrier for business purposes during the policy period.

(1) There will be no coverage if the cause of the "injury" that resulted in loss was:

- (a) an intentional act by the insured;
- (b) an act of suicide or attempted suicide, whether or not the deceased was sane or insane at the time of the attempted suicide;
- (c) an act of war;
- (d) a disease process.

(2) For the purpose of this additional coverage, we will pay the Business Travel Accident Benefit amount if the "injury" resulted in:

(a) Physical damage to the body caused by violence, fracture, or an accident during the policy term that results in loss of life not later than 180 days after the policy expiration, the date of cancellation or the date of non-renewal;

(b) Accidental loss of limbs or multiple fingers;

(c) Total loss of sight, speech or hearing.

"Injury" means any physical change to the body caused by accident, violence, sickness or disease sustained by a person, including death resulting from any of these at any time.

The Limit of Insurance provided by this Additional Coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**t. Conference Cancellation**

We will reimburse the insured for any business-related expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend.

With respect to this coverage:

(1) The insured employee must have registered for the conference at least 30 days prior to the cancellation; and

(2) The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**u. Donation Assurance**

We will reimburse you for "failed donation claim(s)".

(1) With respect to any "failed donation claim":

(a) The donor must never have been in bankruptcy, nor have filed for bankruptcy/reorganization prior to the time said pledge was made to the insured;

- (b) For non-cash donations, payment will be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
  - (c) In the case of unemployment incapacitation of a donor and as a condition of payment of the "failed donation claim";
    - (i) neither you nor the donor shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date and;
    - (ii) the donor shall be unemployed for at least 60 days prior to us making payment;
  - (d) No coverage shall be afforded for a written pledge of funds or other measurable tangible property to you dated prior to the policy period;
  - (e) A donation amount which is to be collected over more than a 12-month period shall be deemed a single donation.
2. "Failed donation claim" means written notice to the Insured during the Policy Period of:
- (a) the bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the Insured; or
  - (b) the unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable tangible property to the Insured.

The limit for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**v. Emergency Real Estate Consulting Fee**

We will reimburse you for any realtor's fee or real estate consultant's fee you incur resulting from your need to relocate due to the "unforeseeable destruction" of your principal location as shown on the declarations.

"Unforeseeable destruction" means damage resulting from a "Certified Act of Terrorism", fire, crash or collapse which renders all of the Insured's primary location completely unusable.

The limit for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**w. Fundraising Event Blackout**

We will reimburse the insured for fundraising event expenses that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least 30 days prior to the power outage.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**x. Image Restoration Counseling**

We will reimburse you for expenses incurred for image restoration and counseling arising out of "improper acts" by any Insured. Covered expenses are limited to:

- (1) The costs of rehabilitation and counseling for the accused Insured provided the Insured is not ultimately found guilty of criminal conduct, said reimbursement to occur after acquittal of the Insured;
- (2) The costs, charged by a recruiter or expended on advertising, of replacing an officer as a result of improper acts"; and
- (3) Up to \$10,000 for the costs of restoring the Named Insured's reputation and consumer confidence through image consulting.

"Improper acts" means any actual or alleged act of:

- (1) Sexual abuse
- (2) Sexual intimacy
- (3) Sexual molestation; and/or
- (4) Sexual assault;



committed by an Insured against any natural person who is not an Insured. Such "improper acts" must have been committed by the Insured while in his or her capacity as an insured.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**y. Lost Lease Protection**

We will pay for Business Income and Extra Expense costs you incur for "lost lease interest" due to cancellation of lease contracts by your tenants. Cancellation must result from a direct physical loss by a Covered Cause of Loss to covered real property during the policy period.

"Lost lease interest" means:

The difference between the rent payments you were collecting prior to a covered loss and the total anticipated rental income including any tenant obligations you may be responsible for after the loss or damage has been repaired or rebuilt.

"Lost lease interest" does not include refunds or rebates for prepaid rent payments made on your behalf by tenants, or deposits of any kind made by tenants to a landlord or lessor of other premises.

Coverage begins with the date of direct physical loss and ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**z. Officers Or Directors Replacement Expenses**

We will pay "Officers Or Directors Replacement Expenses" if the executive officer or director suffers an "injury" while in the course of employment during the policy period which results in the loss of life during the policy period.

"Officers Or Directors Replacement Expenses" means:

- (1) Costs of advertising the employment position opening;
- (2) Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and

- (3) Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**aa. Political Unrest Coverage**

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest". This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel.

- (1) "Emergency Evacuation Expense" means:

- (a) Additional lodging expenses;
- (b) Additional transportation expenses;
- (c) The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and
- (d) Translation services, message transmittals and other communication expenses;

provided these expenses are not otherwise reimbursable.

- (2) "Political Unrest" means"

- (a) A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risk to the security of citizens of the United States;
- (b) A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or

(c) A condition of disturbance, turmoil or agitation within a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff;

for which either an alert of travel warning has been issued by the United States Department of State.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**bb. Temporary Meeting Space Rental**

We will reimburse you for the rental of meeting space which is necessitated by the temporary unavailability of your primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**cc. Terrorism Travel Reimbursement**

We will reimburse any of your present directors or officers in the event of a "Certified Act of Terrorism" during the policy period which necessitates that he/she incurs "Emergency Travel Expenses".

"Emergency Travel Expenses" means:

- (1) Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a common carrier resulting directly from and within forty-eight hours of a "Certified Act of Terrorism"; and
- (2) The increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a common carrier in direct response to a "Certified Act of Terrorism".

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**dd. Travel Delay Reimbursement**

We will reimburse any of your present directors or officers for any non-reimbursable expenses they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule. A 72 hour waiting period deductible applies to this Additional Coverage.

**ee. Workplace Violence Counseling**

In the event that an incidence of "workplace violence" occurs we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by this "workplace violence".

Extra Expense is extended to include the cost of mental health counseling for employees following an incident of "workplace violence".

"Workplace violence" means any intentional use of or threat to use deadly force with intent to cause harm and that results in bodily "injury" or death of an insured, and insured's employee or any other person while on your premises.

"Injury" means any physical damage to the body caused by accident, violence, sickness or disease sustained by a person, including death resulting from any of these at any time.

The limit of insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

**ff. Business Crime**

- (1) Under Paragraph **5. Additional Coverages Item k. Forgery Or Alteration** is deleted and replaced by:

**k. Forgery Or Alteration**

- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", 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 in that defense.
  - (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
  - (4) The most we will pay for any loss, including legal expenses, in any one "occurrence" under this Additional Coverage is the Limit of Insurance shown in the Schedule.
- (2) Under Paragraph 5. Additional Coverages, Item j. Money Orders And "Counterfeit Money" is deleted and replaced by:

**j. Money Orders And "Counterfeit Money"**

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

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

We will not pay for loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

The most we will pay for any loss, in any one "occurrence" under this Additional Coverage is the Limit of Insurance shown in the Schedule.

The following are added:

**Coverage 1 – Computer Fraud and Funds Transfer Fraud**

We will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution.

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

We will not pay for loss or damages caused by or 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.

Under **G.2.b. Money and Securities**, Paragraph **b.** the following exclusions are added:

- (4) Or damage to "money" and "securities", following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
  - (a) To a person (other than a messenger) outside those premises; or
  - (b) To a place outside those premises.
- (5) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

Under Paragraph **A.4. Limitations** Subparagraph **a.(4)** does not apply.

The most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account" under this Additional Coverage in any one "occurrence" is the Limit of Insurance shown in the Schedule.

**Coverage 2 – Identity Theft Expense**

We will reimburse any present director or officer of the named insured, for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period, provided that it began to occur subsequent to the effective date of the insured's first policy with us.

The Limit of Insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

### **Coverage 3 – Kidnap Expense**

We will pay on behalf of any officer or director of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner", parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees include:

- (1) Fees and expenses of an independent negotiator or consultant retained with prior approval from us;
- (2) Costs of travel and accommodations incurred by the named insured which become necessary due to the applicable kidnapping;
- (3) The reward paid by the named insured, which is pre-approved by us, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for any damages under this policy; and.
- (4) The current salary of your officer or director who is kidnapped.

Salary shall be paid for a period commencing upon abduction and ceasing upon:

- (1) The release of the employee or discovery of the death of the employee; or.
- (2) 120 days after we receive the last credible evidence that the "employee" is still alive; or
- (3) Twelve (12) months after the date of the kidnapping; or
- (4) The exhaustion of the kidnap expense limit,

whichever comes first.

The Limit of Insurance for this coverage per policy period is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply.

### **Coverage 4 – Money And Securities**

We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any "employee" (including a temporary or leased "employee") having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) 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.

The most we will pay for loss in any one "occurrence" is:

- (1) The Limit of Insurance shown in the Schedule for Inside the Premises for "money" and "securities" while:
  - (a) In or on the described premises; or
  - (b) Within a bank or savings institution; and
- (2) The Limit of Insurance shown in the Schedule for Outside the Premises for "money" and "securities" while anywhere else.

All loss:

- (1) Caused by one or more persons; or
- (2) Involving a single act or series of related acts;

is considered one "occurrence".

You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

### **Coverage 5 – Employee Dishonesty**

We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (1) Cause you to sustain loss or damage; and also
- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
  - (a) Any "employee"; or
  - (b) Any other person or organization.

We will not pay for loss or damage:

- (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
- (2) Resulting from any dishonest act committed by any of your "employees" (except as provided above), "managers" or directors:
  - (a) Whether acting alone or in collusion with other persons; or
  - (b) While performing services for you or otherwise.
- (3) The only proof of which as to its existence or amount is:
  - (a) An inventory computation; or
  - (b) A profit and loss computation.
- (4) Caused by an "employee" if the "employee" had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that theft or dishonest act prior to the policy period shown in the Declarations.

The most we will pay for loss or damage in any one "occurrence" under this Additional Coverage is the Limit of Insurance shown in the Schedule.

All loss or damage:

- (1) Caused by one or more persons; or
- (2) Involving a single act or series of acts; is considered one "occurrence".

If any loss is covered:

- (1) Partly by this insurance; and
- (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

This coverage is cancelled as to any "employee" immediately upon discovery by:

- (1) You; or
- (2) Any of your partners, "members", "managers", officers or directors not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

- (1) This coverage became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

We will pay for loss or damage sustained during the prior insurance period as part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

- (1) This coverage as of its effective date; or
- (2) The prior insurance had it remained in effect.

## C. Coverage Extensions

In addition to the Limits Of Insurance of **Section I Property** you may extend the insurance provided by this policy to these Coverage Extensions.

Unless otherwise indicated, the Limits Of Insurance provided by these Coverage Extensions are in addition to Paragraph **C. Limits Of Insurance**.

Unless otherwise indicated Paragraph **D. Deductibles** applies to these Coverage Extensions.

1. Paragraph **6.a. Newly Acquired Or Constructed Property** is deleted and replaced by:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Coverage Extension at each building is the Limit of Insurance shown in the Schedule.

#### (2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Coverage Extension at each building is the Limit of Insurance shown in the Schedule.

### (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) The number of days shown in the Schedule expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

2. Paragraph **6.b. Personal Property Off-premises** is deleted and replaced by:

### b. Personal Property Off-premises and Personal Property In Transit

#### (1) Personal Property Off-premises

You may extend the insurance provided by this policy to apply to your covered Business Personal Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate; or
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term.

This Coverage Extension does not apply to Covered Property:

- (a) In or on a vehicle;
- (b) In the care, custody or control of your salesperson;
- (c) At any fair or exhibition;
- (d) Owned by you, or for which you are legally liable, that is to be installed by you or at your direction, while the property is at a jobsite location;
- (e) Money and securities;
- (f) Contractors equipment or tools used to conduct your operations away from the described premises;

(g) Accounts Receivable; or

(h) Valuable Papers.

The most we will pay for loss or damage under this Coverage Extension is the Limit of Insurance shown in the Schedule. Insurance under this Coverage Extension will end when any of the following first occurs:

(a) This policy expires, or

(b) 90 days expire after your Covered Property is temporarily at a location you do not own, lease or operate.

**(2) Personal Property In Transit**

You may extend the insurance provided by this policy to apply to your covered Business Personal Property while in transit. Coverage is provided while the property is in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

The most we will pay for loss or damage under this Coverage Extension is:

(a) \$5,000 on Fine Arts;

(b) \$5,000 on "Computers";

(c) \$5,000 on "Electronic Data";

(d) \$5,000 on Business Personal Property in or on a motor vehicle you do not own, lease or operate;

(e) \$25,000 on All Other Property except as noted below.

This Coverage Extension does not apply to:

(a) Money and Securities;

(b) Contractors equipment or tools used to conduct your operations away from the described premises;

(c) Covered Property owned by you, or for which you are legally liable, that is to be installed by you or at your direction, while the property is at a jobsite location;

(d) Property in the care, custody, or control of your salesperson;

(e) Accounts Receivable; or

(f) Valuable Papers.

3. Paragraph **6.c. Outdoor Property** is deleted and replaced by:

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor radio and television antennas (Including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Coverage Extension is the Maximum Limit of Insurance for all items, subject to the separate Maximum Limit of Insurance applicable to each tree, shrub or plant, shown in the Schedule.

These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

Paragraph **D. Deductibles** does not apply to this Coverage Extension.

4. Paragraph **6.d. Personal Effects** is deleted and replaced by:

**d. Personal Effects And Property Of Others**

You may extend the insurance that applies to Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

(a) Tools or equipment used in your business; or

(b) Loss or damage by theft.

The most we will pay for loss or damage to Personal Effects under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

- (2) Personal Property of Others in your care, custody or control.

The most we will pay for loss or damage to Personal Property of Others under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

Under Section E. Property Loss Conditions, Paragraph 5. Loss Payment Item d.(3)(b) is deleted and replaced by:

**d.(3)(b)** We will pay on a Replacement Cost basis when Business Personal Property valuation is Replacement Cost. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

Paragraph D. **Deductibles** does not apply to this Coverage Extension.

5. Under the **Valuable Papers And Records** Paragraph A.6.e.(3) is deleted and replaced by:

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at each described premises and for "valuable papers and records" not at the described premises are the Limits of Insurance shown in the Schedule.

6. Under **Accounts Receivable** Paragraph A.6.f.(2) is deleted and replaced by:

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at each described premises and for accounts receivable not at the described premises are the Limits of Insurance shown in the Schedule.

7. The following are added to Paragraph 6. **Coverage Extensions:**

**g. Building Material Theft**

We will pay for loss or damage by theft or attempted theft of building materials and supplies not attached as part of the building or structure located either on or off premises owned by you.

The most we will pay under this coverage is the Limit of Insurance shown in the Schedule.

**h. Rewards**

We will pay, up to the Limit of Insurance shown in the Schedule, for information which leads to the arrest and conviction of the person(s) who caused the loss covered under this policy. Regardless of the number of persons involved in providing information our liability under this Coverage Extension will not be increased.

This Coverage Extension does not apply to:

- (1) you;
- (2) your family members; or
- (3) your employees, volunteers or independent contractors.

Paragraph D. **Deductibles** does not apply to this Coverage Extension.

**i. Outdoor Signs**

**(1) Detached Outdoor Signs**

We will pay for loss or damage to any detached outdoor sign permanently fixed in place as a result of a Covered Cause of Loss.

The most we will pay for loss or damage under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

**(2) Attached Outdoor Signs**

Attached outdoor signs are added as Covered Property – Buildings (Paragraph A.1.a.) or Covered Property – Business Personal Property (Paragraph A.1.b.).

Paragraph C.2. **Limits Of Insurance** is deleted.

**j. Outdoor Fences**

Outdoor fences are added as Covered Property – Buildings (Paragraph A.1.a.) or Covered Property – Business Personal Property (Paragraph A.1.b.).

**k. Property At Fairs Or On Exhibition**

You may extend the insurance provided by this policy to apply to your covered Business Personal Property while at any fair or exhibition not located within 1,000 feet of the described premises. This Coverage Extension does not apply to fine arts or your salespersons samples.



The most we will pay for loss or damage under this Coverage Extension is the Limit of Insurance shown in the Schedule.

**I. Ordinance or Law Coverage - Building Or Tenants Improvements And Betterments**

If Replacement Cost Coverage is provided for a covered Building or covered Tenant's Improvements and Betterments damaged by a Covered Cause of Loss, we will pay:

**Coverage 1 – Coverage for Loss to the Undamaged Portion of the Building or Undamaged Tenant's Improvements And Betterments**

If a Covered Cause of Loss occurs to covered Building or covered Tenant's Improvements and Betterments, with respect to the building that has sustained direct physical damage, we will pay under **Coverage 1** for the loss in value of the undamaged portion of the building or improvements and betterments as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building or improvements and betterments.

We will not pay under **Coverage 1** for undamaged improvements and betterments that could be removed from the building, without incurring damage to such improvements and betterments, prior to demolition or repair of the building.

**Coverage 2 – Demolition Cost Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building and improvements and betterments as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

We will pay the cost to demolish and clear the undamaged parts of the improvements and betterments, provided that such cost is distinguishable from the cost of demolishing the building and you are responsible for the cost of demolition of the improvements and betterments.

We will not pay under **Coverage 2** for demolition of undamaged improvements and betterments that could be removed from the building, without incurring damage to such improvements and betterments, prior to demolition or repair of the building.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to **Demolition Cost Coverage**.

**Coverage 3 – Increased Cost of Construction Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that building or improvements and betterments; and/or
- (2) Reconstruct or remodel undamaged portions of that building or improvements and betterments, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building or improvements and betterments are not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to the **Increased Cost Of Construction Coverage**.

**Coverage 4 – Increased Period of Restoration**

- (1) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:
  - (a) Regulates the construction or repair of any property;
  - (b) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
  - (c) Is in force at the time of loss.

However, coverage is not extended under this coverage to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which 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".

(2) The Period Of Restoration definition is replaced by the following:

"Period Of Restoration" means the period of time that:

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

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property

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

#### **Loss Payment**

##### **Coverage 1 – Coverage for Loss to the Undamaged Portion of the Building or Undamaged Portion of Tenants, Improvements and Betterments**

When there is a loss in value of an undamaged portion of a building or undamaged improvements and betterments to which **Coverage 1** applies, the loss payment for that building or improvements and betterments, including damaged and undamaged portions, will be determined as follows:

- (1) If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

- (a) The amount you actually spend to repair, rebuild, or reconstruct the property, but not for more than the amount it would cost to restore the property on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

- (b) The Limit of Insurance shown in the Declarations as applicable to the covered building or improvements and betterments.

(2) If the property is not repaired or replaced we will not pay more than the lesser of:

- (a) The actual cash value of the property at the time of loss; or

- (b) The Limit of Insurance shown in the Declarations as applicable to the covered building or improvements and betterments.

The insurance provided by **Coverage 1** does not increase Paragraph **C. Limits Of Insurance**.

##### **Coverage 2 – Demolition Cost Coverage and Coverage 3 – Increased Cost of Construction Coverage Combined**

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the lesser of the Combined Limit of Insurance of:

- (1) The amount shown in the Schedule; or
- (2) The percentage indicated in the Schedule applied to the covered building(s) or improvements and betterments Limit of Insurance.

Loss payment under **Combined Coverage 2 – Demolition Cost Coverage and Coverage 3 – Increased Cost of Construction** will be determined as follows:

For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

With respect to the Increased Cost of Construction Coverage:

- (1) We will not pay for the increased cost of construction:
  - (a) Until the property is actually repaired or replaced at the same or another premises; and

- (b) Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

The insurance provided by **Combined Coverage 2** and **Coverage 3** does not increase Paragraph C. **Limits of Insurance.**

The terms of this coverage apply separately to each building to which this coverage applies.

We will not pay for loss due to any ordinance or law that:

- (1) You were required to comply with before the loss, even if the building was undamaged; and
- (2) You failed to comply with.

We will not pay for enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot;

The costs associated with the enforcement of or compliance with any ordinance or law which 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", "fungi", wet rot or dry rot.

**Application Of Coverage(s)**

Coverage 1, 2, 3, and/or 4 apply only if both (1) and (2) are satisfied and are then subject to the qualifications set forth in (3).

- (1) The ordinance or law:
  - (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

- (b) Is in force at the time of the loss: or the ordinance or law is promulgated or revised after the loss but prior to the commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

But coverage under this Coverage Extension applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Coverage Extension.

- (2) The building or improvements or betterments sustains direct physical damage:
  - (a) That is covered under this policy and as a result of such damage you are required to comply with the ordinance or law; or
  - (b) That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building or improvements and betterments damage in its entirety you are required to comply with the ordinance or law.
  - (c) But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Coverage Extension even if the building or improvements or betterments has also sustained covered direct physical damage.
- (3) In the situation described in (2)(b) above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2, 3 and/or 4 of this Coverage Extension. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of the loss otherwise payable under terms of Coverages 1, 2, 3 and/or 4 of this Coverage Extension.

To the extent that the Ordinance Or Law Exclusion might conflict with the coverage provided under this endorsement, the Ordinance Or Law Exclusion does not apply to such coverage.

**m. Fine Arts**

You may extend the insurance that applies to Business Personal Property to apply to "fine arts".

"Fine arts" means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; "antique" furniture; "antique" jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit.

"Antique" means an object having value because its:

- (1) Craftsmanship is in the style or fashion of former times; and
- (2) Age is 100 years old or older.

We will not pay for loss or damage caused by processing of or work upon the covered property including repairs or restoration.

In the event of a total loss to "fine arts", the value will be based on the lessor of:

- (1) The market value at the time of the covered loss or damage;
- (2) The cost to repair or restore the covered "fine arts" to the condition immediately before the loss or damage; or
- (3) The cost of a replacement with substantially identical property.

In the event of a partial loss or damage to "fine arts" the value will be based on:

- (1) The cost to repair or restore the covered "fine arts" to the condition immediately before the loss or damage; or
- (2) The difference between the value of the pair or set before and after the covered loss or damage.

The cost to repair or restore will not exceed the value the pair or set had prior to the loss.

If a covered loss to "fine arts" involves a pair or set and part of the pair or set is undamaged:

- (1) You may surrender the undamaged part of the pair or set to us, and the covered loss will be valued on the basis of a total loss to the entire pair or set; or

- (2) You may keep the undamaged part of the pair or set, and the covered loss will be valued on the basis of a partial loss to the entire pair or set.

You must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

The most we will pay for loss or damage under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

**n. Property in the Custody of Sales Representatives**

You may extend the insurance provided by this policy to apply to your covered Business Personal Property in the care, custody or control of a sales representative and not located within 1,000 feet of the premises described in the Declarations.

The most we will pay for loss or damage under this Coverage Extension is the Limit of Insurance shown in the Schedule.

**o. Portable Tools**

We cover your portable tools and equipment and those of your employees. This includes their containers, spare parts and accessories. We also cover similar property that belongs to others and for which you are liable. Coverage is provided while tools are on or off premises.

We do not cover:

- (1) Property that is held for sale.
- (2) Property that you rent to others.
- (3) Building materials or other materials and supplies.
- (4) Plans, blueprints, designs or specifications.

We will pay in any one occurrence for loss or damage to portable tools, the Maximum Limit of Insurance shown in the Schedule, subject to the separate Maximum Limit of Insurance applicable to you or any employee. Coverage is provided on an Actual Cash Value basis.

The limit provided is the only limit available for the described coverage and cannot be combined or added to any other coverage extension under this endorsement.

**p. Lock And Key Replacement**

We will pay to re-key, repair or replace locks when there has been direct physical loss or damage to the corresponding "keys" by a Covered Cause of Loss.

This coverage does not apply to:

- (1) Keys to motor vehicles, trailers or any motorized land conveyances whether or not subject to motor vehicle registration.
- (2) Direct physical loss or damage to keys entrusted to any person who is not an "insured".
- (3) Wear and tear.

"Keys" means master key, grand master key or key-card.

We will pay for direct physical loss or damage to alternative locking systems including card programmers, card readers, computers, related alarms, trans-receivers, power supplies, and electronic or mechanical apparatus required to make such locking systems operate. We will also pay for reprogramming such locking systems as a result of a Covered Cause of Loss.

The most we will pay under this Coverage Extension in any one occurrence is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply to this Coverage Extension.

#### **q. Electronic Data Processing Equipment And Software**

You may extend the insurance that applies to Your Business Personal Property to apply to your electronic data processing "equipment" and "software".

We cover direct physical loss or damage caused by a Covered Cause Of Loss to the following property:

- (1) "Hardware".
- (2) "Software".

We cover the cost of research or other expenses necessary to reproduce, replace, or restore lost files or codes on lost or damaged "data records" only if the cost of research or other expenses necessary to reproduce, replace, or restore lost files or codes are incurred due to a direct physical loss caused by a Covered Cause Of Loss to "data records".

- (3) "Telecommunications equipment".
- (4) "Reproduction equipment".

#### **Electrical and Power Supply Disturbance**

We cover direct physical loss to covered property caused by "electrical disturbance", or "power supply disturbance".

#### **Mechanical Breakdown Coverage**

We pay for loss to covered property caused by "mechanical breakdown".

#### **Foreign Transit And Location Coverage**

We cover direct physical loss to your "portable computers" including preinstalled "programs and applications" while temporarily at a foreign location or in transit to or from a temporary foreign location outside the coverage territory.

We do not cover your "portable computers" or preinstalled "programs and applications" that are:

- (1) Shipped via mail;
- (2) You are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer, or bank; or
- (3) The property is shipped to or is located in a country that is the subject of a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America.

The most we pay for loss to portable computers described above in any one occurrence while overseas is \$5,000. This limit is separate from, and not part of, the Electronic Data Processing Equipment And Software Coverage Extension limit.

#### **Valuation**

- (1) The value of "hardware" that is replaced will be based on the cost of replacing the "hardware" with new equipment that is functionally comparable to the "hardware" that is being replaced. The value of "hardware" that is not repaired or replaced will be based on the actual cash value at the time of the loss (with a deduction for depreciation). In no event will we pay more than the reasonable cost of restoring partially damaged "hardware" to its condition directly prior to the damage.
- (2) The value of "programs and applications" will be based on the cost to reinstall the "programs or applications" from the licensed discs that were originally used to install the "programs or applications". If the original licensed discs are lost, damaged, or can no longer be obtained, the value of "programs and applications" will be based on the cost of the most current version of the "programs or applications".

- (3)** The value of "data records" will be based on the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies. If duplicate copies do not exist, the value of "data records" will be based on the cost of research or other expenses necessary to reproduce, replace or restore lost files, documents, or records.
- (4)** The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.
- (5)** The value of "telecommunications equipment" and "reproduction equipment" will be based on the replacement cost without any deduction for depreciation.

The following Definitions apply to Electronic Data Processing Equipment and Software Coverage in addition to the Building and Personal Property Coverage form, Condominium Association Coverage Form and Condominium Commercial Unit Owners Coverage Form definitions.

- (1)** "Computer hacking" means an unauthorized intrusion:
  - (a)** By an individual or group of individuals, whether employed by you or not, into "hardware", "software", or a computer network; and
  - (b)** That results in but is not limited to:
    - (i)** Deletion, destruction, generation, or modification of "software";
    - (ii)** Alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
    - (iii)** Observation, scanning, or copying of "data records", "programs and applications", and proprietary programs;
    - (iv)** Damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware", Web site server, or "media" used with "hardware" or Web site server, or
    - (v)** Denial of access to or denial of services from your "hardware", Web site server or your computer network.

- (2)** "Computer virus" means the introduction of any malicious, self-replicating electronic data processing code or other code:
  - (a)** Into "hardware", "software", or Web site server, and
  - (b)** That is intended to result in, but is not limited to:
    - (i)** Deletion, destruction, generation, or modification of "software",
    - (ii)** Alteration, contamination, corruption, degradation or destruction of the integrity, quality or performance of "software",
    - (iii)** Damage, destruction, inadequacy, malfunction, degradation or corruption of any "hardware", Web site server, or "media" used with "hardware" or Web site server; or
    - (iv)** Denial of access to or denial of services from your "hardware", Web site server or your computer network.
- (3)** "Data records", means files, documents and information in an electronic format and that are stored on "media".
- (4)** "Electrical disturbance" means electrical or magnetic damage, disturbance of electronic recordings, or erasure of electronic recordings.
- (5)** "Hardware" means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results.
  - (a)** "Hardware" includes but is not limited to:
    - (i)** Personal computers and work stations;
    - (ii)** Laptops, palmtops, notebook PCs, other portable computer devices and accessories including, but not limited to, multimedia projectors; and
    - (iii)** Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.

- (b) "Hardware" does not include:
  - (i) "Software",
  - (ii) "Telecommunications equipment"; and
  - (iii) "Reproduction equipment".
- (6) "Mechanical breakdown" means the malfunction or failure of moving or electronic parts, component failure, faulty installation or blowout.
- (7) "Media" means processing, recording, or storage media used with "hardware". This includes but is not limited to films, tapes, cards, discs, drums, cartridges, or cells.
- (8) "Portable computers" means laptops, palmtops, notebook PCs, other portable computer devices and accessories including but not limited to, multimedia projectors.
- (9) "Power supply disturbance" means interruption of power supply, power surge, blackout or brownout.
- (10) "Programs and applications" means operating programs and applications that you purchase and that are:
  - (i) Stored on "media"; or
  - (ii) Pre-installed and stored in "hardware".
- (11) "Reproduction equipment" means a network of equipment and software designed for the scanning, copying, storage and retrieval of paper documents.
- (12) "Software" means "media", "data records", "programs and applications". "Software" does not mean Web site software.
- (13) "Telecommunications equipment" means telephone components and equipment used for the transmission of communications.  
 "Telecommunications equipment" includes but is not limited to:
  - (a) Telephone switchgear (including PBX systems);
  - (b) Telephone operating programs, related software;
  - (c) Facsimile transmission equipment;
  - (d) Video conferencing equipment; and
  - (e) Other related hardware (including computers dedicated to voice mail).

We do not pay for loss or damage that is caused by or results from any direct or indirect loss or damage; or loss of access, loss of use, or loss of functionality caused by a "computer virus" or by "computer hacking".

The most we will pay for loss or damage under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

**r. Increase In Rebuilding Expenses Following Disaster**

We will pay for increased expenses actually incurred from a covered cause of loss to a covered building if all of the following conditions are met.

- (1) The event that caused the covered loss:
  - (a) Results in declaration of a state of disaster by federal or state authorities; or
  - (b) Occurs in close temporal proximity to the event that results in the declaration of disaster by federal or state authorities;
- (2) Expenses for labor and/or building materials for repair or replacement of the damaged property increase as a result of the disaster and the total cost of repair or replacement exceeds the applicable Limit of Insurance due to such increase in expenses.
- (3) You elect to repair or replace the damaged building; and
- (4) You notified us, within 30 days of completion, of any improvements, alterations or additions to the building which increase the replacement cost of the building by 5% or more and allowed us to adjust the Limit of Insurance, if necessary, to maintain the required insurance-to-value.

The Additional Expense Coverage available for the extra expense of repair or replacement of a covered building is determined as follows:

- (1) Apply the percentage indicated in the Schedule to:
  - (a) The Limit Of Insurance shown in the Declarations as applicable to the building when such limit covers only that building (exclusive of contents); or
  - (b) The value of the building when insurance is written on a blanket basis.

However, if the building is subject to a lower Limit of Insurance (sub-limit) for the Covered Cause of Loss that caused the loss, then the applicable percentage indicated in the Schedule will be applied to that sub-limit.

When payments reach the maximum amount of Additional Expense Coverage, such coverage will not apply to a subsequent event which occurs in the same annual policy term.

In determining the expenses payable, we will deduct any expenses recovered under the Business Income and/or Extra Expense Additional Coverages

**s. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicles or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay for loss or damage under this Coverage Extension is the Limit of Insurance shown in the Schedule.

**t. Spoilage**

We will pay for direct loss or damage to "perishable stock" at the described premises, if the "perishable stock" is:

- (1) Owned by you and used in your business; or
- (2) Owned by others and in your care, custody or control.

"Perishable Stock" means property:

- (1) Maintained under controlled temperature or humidity conditions for preservation; and
- (2) Susceptible to loss or damage if the controlled temperature or humidity conditions change.

We will not cover property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

We will pay for loss or damage to "perishable stock" caused by "breakdown or contamination" or "power outage".

Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises; or
- (2) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

We will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power.



- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (3) The inability of an electrical utility company or other power source to provide sufficient power due to:
  - (a) Lack of fuel; or
  - (b) Governmental order.
- (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

The most we will pay for loss or damage under this Coverage Extension at each described premises is the Limit of Insurance shown in the Schedule.

Paragraph **D. Deductibles** does not apply to this Coverage Extension.

**u. Water Back Up, Sump Pump Overflow**

- (1) We will pay for direct physical loss or damage, not caused by your negligence, to covered Building and Business Personal Property caused by or resulting from:
  - (a) Water or waterborne material which backs up through or overflows from a sewer or drain; or
  - (b) Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment even if the overflow or discharge results from mechanical breakdown of a sump pump, or its related equipment.

The term drain includes a roof drain and related fixtures.

- (2) We will not pay for direct loss or damage caused by:
  - (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
  - (b) Mudslide or mudflow; or
  - (c) Water under the ground surface pressing on, or flowing or seeping through:
    - i. Foundations, walls, floors or paved surfaces;

- ii. Basements, whether paved or not;
- iii. Doors, windows or other openings; or
- (d) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **a.** or **c.**, or material carried or otherwise moved by mudslide or mudflow.

But if any of the above, in Paragraphs **(a)** through **(d)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damaged caused by that fire, explosion or sprinkler leakage.

We will pay for business income loss and extra expense in accordance with the terms of the coverage applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in paragraph **u.(1)**.

The most we will pay under this Coverage Extension for the total of all direct loss or damage and business income and/or extra expense occurring during the policy term is the Limit of Insurance shown in the Schedule. This limit does not apply separately to each location.

The most we will pay for the total of all direct physical loss or damage sustained and business income and/or extra expense caused by all occurrences in a 12 – month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time, is the Policy Limit Of Insurance described in the Schedule.

Paragraph **D. Deductibles** applies to this Coverage Extension.

**D. Under Paragraph B. Exclusions, Paragraph 1.e. Utility Services** is deleted and replaced by:

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss. This exclusion does not apply to loss or damage to "computer(s)" and "electrical data" including destruction or corruption of "electronic data". We will also pay for loss or damage resulting from direct physical loss or damage by a covered cause of loss to "water supply property", "communication supply property", or "power supply property", other than overhead transmission, sub-transmission or communication lines, not on the described premises.

We will only pay for loss of Business Income and/or Extra Expense at the described premises immediately after the interruption of service caused to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the "water supply property", "wastewater removal property", "communication supply property" or "power supply property", other than overhead transmission, sub-transmission or communication lines, not on the described premises.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

For purposes of this provision:

- (1) "Water Supply Property" meaning the following types of property supplying water to the described premises:
  - (a) Pumping stations; and
  - (b) Water mains.
- (2) "Wastewater Removal Property" meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(3) "Communication Supply Property" meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(4) "Power Supply Property" meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

Transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The insurance provided by this coverage does not increase Paragraph C. **Limits Of Insurance.**

E. Under Paragraph C. **Limits Of Insurance**, Paragraph 5.a. **Business Personal Property Limit – Seasonal Increase** is deleted and replaced by:

**5. Business Personal Property Limit – Seasonal Increase**

a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property will automatically increase by the percentage shown in the Schedule to provide for seasonal variations.

This section does not apply to property covered on a blanket basis.

**F. Definitions**

The following are added to Paragraph H. Property Definitions and apply to Paragraph ff. Business Crime.

**15. "Employee"**

a. "Employee" means:

(1) Any natural person:

- (a) While in your service or for 30 days after termination of service;
- (b) Who you compensate directly by salary, wages or commissions; and

- (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
  - (a) To substitute for a permanent "employee", as defined in Paragraph (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. However, **Coverage 1 - Computer Fraud and Funds Transfer Fraud** excludes any such person while having care and custody of property outside the premises.
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (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(s)" insured under this policy;
  - (b) **Under Coverage 1 – Computer Fraud and Funds Transfer Fraud** Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s)" insured under this policy; and
  - (c) **Under Coverage 5 – Employee Theft** Your director or trustee while that person is handling "money, "securities" or "other property" of any "employee benefit plan(s)" insured under this policy;
- (5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is:
  - (a) A guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business; or

- (b) Under **Coverage 1 – Computer Fraud and Funds Transfer Fraud** A guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.

b. "Employee" does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; and
- (2) Under **Coverage 1 – Computer Fraud and Funds Transfer Fraud** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

16. "Fraudulent instruction" means:

Under Paragraph ff. **Business Crime, Coverage 1 – Computer Fraud and Funds Transfer Fraud:**

- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- b. A written instruction (other than those described in Paragraph A.5.k.) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

17. "Other property" means:

Under Paragraph ff. **Business Crime, Coverage 1 – Computer Fraud and Funds Transfer Fraud:**

Any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

18. "Transfer account" means:

Under Paragraph ff. **Business Crime, Coverage 1 – Computer Fraud and Funds Transfer Fraud:**

An account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Paragraph **A.5.k.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

19. "Identity Theft" means:

Under Paragraph ff. **Business Crime, Coverage 2 – Identity Theft Exposure:**

The act of knowingly transferring or using without lawful authority, a means of identification of any officer or director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

20. "Identity theft expense" means:

Under Paragraph ff. **Business Crime, Coverage 2 – Identity Theft Expense:**

- a. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have requested that such affidavits be notarized.
- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- c. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to "identity theft".

21. "Domestic partner" means:

Under Paragraph ff. **Business Crime Coverage 3 – Kidnap Expense:**

Any person who qualifies as a "domestic partner" under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.

22. "Occurrence" means:

a. Under **Additional Coverage 5.k. Forgery or Alteration:**

- (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.

b. Under Paragraph ff. **Business Crime Coverage 1 – Computer Fraud and Funds Transfer Fraud, Coverage 4 – Money and Securities,** and Additional Coverage **5.j. Money Orders and Counterfeit Money;**

- (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.

c. Under Paragraph ff. **Business Crime Coverage 5 – Employee Dishonesty:**

- (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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – BIOMETRIC IDENTIFIERS OR BIOMETRIC DATA**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. The following exclusion is added to Paragraph B. Exclusions of Section II – Liability:**

This insurance does not apply to "bodily injury," "property damage", "personal and advertising injury" damages, injury, or any other loss of any kind, cost, or expense arising out of one or more of actual or alleged access to, retention or possession of, disclosure of, and/or failure to obtain consent to, failure to destroy, and/or failure to create or develop any policy (written or otherwise) related to the: capture, scanning, retrieval, collection, protection, obtainment, storage, conversion, transfer, sale, sharing, or dissemination of any kind of an individual's "biometric identifiers" or "biometric data", regardless of how such "biometric identifiers" or "biometric data" are captured, scanned, retrieved, collected, protected, obtained, stored, converted, transferred, sold, shared, or disseminated by any insured or any third party acting by, on behalf of or at the direction of the insured.

**B. The following definitions are added to Paragraph F. Liability and Medical Expenses Definitions:**

"Biometric identifiers" means DNA, written signature, computer navigation (mouse or touchpad) pattern, keystroke pattern, behavioral pattern, retinal scan, eyeball scan, iris scan, fingerprint, footprint, voiceprint, vascular scan, hand geometry scan, face geometry scan, or any other personally identifiable measurable biological characteristic of a natural person. "Biometric identifiers" includes any similarly-defined term(s) included in any state or federal statute that includes any of the "biometric identifiers," or similar term(s), set out above.

"Biometric data" means any information, regardless of how it is captured, scanned, retrieved, collected, protected, obtained, stored, converted, transferred, sold, shared, or disseminated, based on an individual's "biometric identifier" used to identify an individual. "Biometric data" includes personal data relating to the physical, physiological, or behavioral characteristics of a natural person which allow or confirm the unique identification of that natural person.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ASBESTOS OR ASBESTOS PRODUCTS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability**:

This insurance does not apply to:

### **Asbestos**

1. “Bodily injury”, “property damage”, or “personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos in any form including, but not limited to, asbestos dust, asbestos fibers, or products containing asbestos.
2. Any loss, cost or expense arising, in whole or in part, 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 asbestos in any form including, but not limited to, asbestos dust, asbestos fibers, or products containing asbestos, by any insured or by any other person or entity.

**Business Auto Coverage Declarations**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Form of Business:**

Association

In return for the 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.

**ITEM TWO: Schedule Of Coverages And Covered Autos**

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit Or Deductible	Premium
Covered Autos Liability	8, 9	\$1,000,000 Each Accident	\$142

Endorsements and Miscellaneous Premiums (See Endorsement and Miscellaneous Schedule): \$0

Total Commercial Auto Premium: \$142

See attached Forms Schedule for forms and endorsements applicable to this coverage.

**Business Auto Hired or Borrowed Schedule**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 Northgate East Townhome Owners Association  
 2183 NW 86th St  
 STE A  
 Clive, IA 50325

**Agency Name and Address:** 14119  
 BROWN-MCNERNEY-JOHNSON INS AGY  
 6150 VILLAGE VIEW DR., STE 100  
 WEST DES MOINES, IA 50266  
 515-270-6814

**ITEM FOUR: Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

"Autos" NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)

State	Covered Autos Liability Coverage – Cost Of Hire Rating Basis		Auto Medical Payments Premium*	Uninsured Motorists Premium	Underinsured Motorists Premium
	Estimated Annual Cost Of Hire For Each State	Premium			
IA	If Any	\$21			

Total Hired Auto Premium: \$21

\* If the state is VA, Auto Medical Payments Premium is replaced with Medical Expense Benefits (Virginia only) Premium.

For "autos" NOT used in your motor carrier operations, 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.



**Business Auto Non-Owned Auto Schedule**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**ITEM FIVE: Schedule For Non-ownership Covered Autos Liability**

Named Insured's Business	Covered Autos Liability Coverage Rating Basis	Estimated Number	Premium
Other Than Auto Service Operations, Partnerships Or LLCs	Number Of Employees	5	\$121
	Number Of Volunteers		

Total Non-ownership Covered Autos Premium: \$121

**Business Auto Endorsements and Miscellaneous Premiums**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Endorsements**

Description	Form Number	Premium
Total Endorsement and Miscellaneous Premium:		\$0

**Business Auto Forms Schedule**

**Customer Number:** 1000245620  
**Policy Number:** A759837 04

**Policy Period:** 04/20/2024 to 04/20/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Northgate East Townhome Owners Association  
2183 NW 86th St  
STE A  
Clive, IA 50325

**Agency Name and Address:** 14119  
BROWN-MCNERNEY-JOHNSON INS AGY  
6150 VILLAGE VIEW DR., STE 100  
WEST DES MOINES, IA 50266  
515-270-6814

**Forms Schedule**

Number	Edition	Description
CA2054	1120	EMPLOYEE HIRED AUTOS
CA2345	1120	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CA2301	1013	EXPLOSIVES
CA0001	1120	BUSINESS AUTO COVERAGE FORM
CA0160	1013	IOWA CHANGES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYEE HIRED AUTOS**

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. Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

### **B. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are amended by the addition of the following:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

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. Changes In Covered Autos Liability Coverage**

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**D. Changes In Uninsured And/Or Underinsured Motorists Coverage**

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**E. Changes In Personal Injury Protection Coverage**

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**F. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers; for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

<b>19</b>	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**

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 after the policy period begins 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 after the policy period begins 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.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

**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 registered Gross Vehicle Weight Rating of 3,000 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.

#### 14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

#### 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 And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck 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 \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### **b. Loss Of Use Expenses**

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

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

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

## **B. Exclusions**

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

### **a. Nuclear Hazard**

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

### **b. War Or Military Action**

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## **C. Limits Of Insurance**

1. The most we will pay for:
- a. "Loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **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 prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

## **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 else 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.
  - Q. "Unmanned aircraft" means an aircraft that is not:
    - 1. Designed;
    - 2. Manufactured; or
    - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.