

BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

4H

COMPLEX

RENEWAL OF ODW A868098

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
ODW-A868098-06	03/06/2022 03/06/2023	MASSACHUSETTS BAY INSURANCE COMPANY	130495500

Named Insured and Address

GREENWAY COMMONS COUNCIL OF
CO-OWNERS INC
PO BOX 99115
LOUISVILLE, KY 40269

Agent

800-313-8125
ARTHUR J GALLAGHER RISK
MGMT SERV INC/ CL CSC
2850 GOLF RD
ROLLING MEADOWS, IL 60008

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION (SINGLE).

Mortgagee/Loss Payable:

Business of the Named Insured:
CONDOMINIUM.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LOCATION SCHEDULE

Described Premises:

- NO. 001 001 8900 GREENWAY COMMONS PI #101, LOUISVILLE, KY 40220
 - NO. 002 001 8901 GREENWAY COMMONS PL, LOUISVILLE, KY 40220
 - NO. 003 001 8910 GREENWAY COMMONS PL, LOUISVILLE, KY 40220
- (SEE FORM 391-1013 FOR ADDITIONAL PREMISES.)

SECTION I - PROPERTY	LIMITS OF INSURANCE					
	Loc No 001	Bldg No 001	Loc No 002	Bldg No 001	Loc No 003	Bldg No 001
Deductible Amount	\$ 2,500		\$ 2,500		\$ 2,500	
Building Amount Valuation	\$ 929,132 RC		\$ 929,132 RC		\$ 929,132 RC	
Business Personal Property Valuation	NOT COVERED		NOT COVERED		NOT COVERED	
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 12 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / None / 24 hours / 48 hours / 72 hours 24 HOURS					
SECTION II - LIABILITY	LIMITS OF INSURANCE					
Liability and Medical Expenses Limits of Insurance:						
Except for Damage to Premises Rented to You, each paid claim for the following coverages reduce the Amount of Insurance we provide during the applicable annual period. Please refer to SECTION II - LIABILITY, D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE, paragraph.4. of the Businessowners Coverage Form.						
Liability and Medical Expenses Limit	\$ 1,000,000	Per Occurrence	\$ 2,000,000	Aggregate		
Medical Expenses	\$ 5,000	Each Person				
Damage to Premises Rented to You	\$ 300,000	All Perils				

Date Issued: 12/31/2021

AGENT

Payment Type: CUST SERV CTR-DIRECT BILL



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Additional Property Coverages and Extensions:

See attached Schedule for Additional Coverages provided for under this Policy.

Additional Liability Coverages: General Liability Broadening Endorsement

General Liability Class: 62000

Description: CONDO ASSN:COMM'L-OFFICE OCC INCL CTRS

Liability Exposure: 9,200 Sq.FT

Policy Forms, Endorsements and Optional Coverages Attached:

See Forms and Endorsements Schedule

KY SURCHARGES AND ASSESSMENTS:	\$449.66
TOTAL BOP COVERAGE PREMIUM:	\$7,312.66
BOP TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	\$ 40.00
OTHER THAN FIRE FOLLOWING	\$ 40.00
FIRE FOLLOWING	\$000.00
TOTAL UMBRELLA COVERAGE PREMIUM:	NOT COVERED
UMB TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	NOT COVERED
TOTAL POLICY PREMIUM IS:	\$7,312.66

Countersigned this _____ Day of _____

Authorized Representative

This Declarations Page with the Policy Contract, Forms and Endorsements, if any,
Complete the Policy.

Date Issued: 12/31/2021

AGENT

Payment Type: CUST SERV CTR-DIRECT BILL

391-1002 08 16

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Described Premises:

NO. 004 001 8911 GREENEWAY COMMONS PL, LOUISVILLE, KY 40220

Loc. No.	Bldg. No.	Deductible	Limits Of Insurance		Personal Property	
			Building Valuation	Amount	Valuation	Amount
004	001	\$ 2,500	RC	\$ 929,132		NOT COVERED

**ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS
BUSINESSOWNERS RENEWAL DECLARATIONS**

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Additional Property Coverages & Extensions	Deductible	Amount Included	Additional Amount Increase	Total Limit
DEBRIS REMOVAL	NONE	\$25,000	N/A	\$25,000
PRESERVATION OF PROPERTY	NONE	90 DAYS	N/A	90 DAYS
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$25,000	N/A	\$25,000
POLLUTANT CLEAN-UP AND REMOVAL	NONE	\$25,000	N/A	\$25,000
MONEY ORDERS AND COUNTERFEIT MONEY	\$500	\$5,000	N/A	\$5,000
FORGERY OR ALTERATION	\$500	\$25,000	N/A	\$25,000
GLASS EXPENSES	\$250	INCLUDED	N/A	INCLUDED
REWARDS ARSON, THEFT AND VANDALISM	NONE	\$10,000	N/A	\$10,000
TENANT SIGNS	\$500	\$5,000	N/A	\$5,000
FIRE PROTECTION EQUIPMENT RECHARGE	NONE	\$25,000	N/A	\$25,000
INSTALLATION FLOATER	\$1,000	\$5,000	N/A	\$5,000
FINE ARTS	\$500	\$10,000	N/A	\$10,000
FENCE AND WALLS	SEE BUILDING AND CONTENTS DEDUCTIBLE	INCLUDED	N/A	INCLUDED
SALES REPRESENTATIVE SAMPLES	\$1,000	\$5,000	N/A	\$5,000
LEASEHOLD INTEREST (TENANT'S ONLY)	NONE	\$10,000	N/A	\$10,000
UNAUTHORIZED BUSINESS CREDIT CARD USE	NONE	\$5,000	N/A	\$5,000
UTILITY SERVICES			N/A	
DIRECT DAMAGE	\$500	\$10,000	N/A	\$10,000
BUSINESS INCOME	24 HOURS	\$5,000	N/A	\$5,000
DEFERRED PAYMENTS	NONE	\$5,000	N/A	\$5,000
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY		180 DAYS	N/A	180 DAYS
BUILDINGS	\$500	\$1,000,000	N/A	\$1,000,000
PERSONAL PROPERTY	\$500	\$500,000	N/A	\$500,000
BUSINESS INCOME AND EXTRA EXPENSE	SEE WAITING PERIOD	\$250,000	N/A	\$250,000
OUTDOOR PROPERTY - TREES, SHRUBS AND PLANTS-\$1,000 EACH ITEM	\$500	\$10,000	N/A	\$10,000

ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS
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Additional Property Coverages & Extensions	Deductible	Amount Included	Additional Amount Increase	Total Limit
PERSONAL EFFECTS	\$500	\$10,000	N/A	\$10,000
INVENTORY AND LOSS APPRAISAL	NONE	\$10,000	N/A	\$10,000
KEY REPLACEMENT AND LOCK REPAIR	NONE	\$1,000	N/A	\$1,000
APPURTENANT STRUCTURE	\$500	\$50,000	N/A	\$50,000
PERSONAL PROPERTY IN TRANSIT	\$1,000	\$10,000	N/A	\$10,000
EXTENDED BUSINESS INCOME		30 DAYS	N/A	30 DAYS
EMPLOYEE THEFT INCLUDING ERISA COMPLIANCE	\$1,000	\$10,000	N/A	\$10,000
COMMERCIAL TOOLS AND SMALL EQUIP	\$500	\$5,000	N/A	\$5,000
PERSONAL PROPERTY OFF PREMISES	\$1,000	\$50,000	N/A	\$50,000
BUSINESS INCOME FROM DEPENDENT PROPERTIES	72 HOURS	\$5,000	N/A	\$5,000
TERRORISM	SEE BUILDING AND CONTENTS DEDUCTIBLE	SAME AS PROPERTY LIMITS OF INSURANCE IF COVERED	N/A	SAME AS PROPERTY LIMITS OF INSURANCE IF COVERED
INTERRUPTION OF COMPUTER OPERATIONS	SEE WAITING PERIOD	\$10,000	N/A	\$10,000
BUSINESS PERSONAL PROPERTY TEMPORARILY IN PORTABLE STORAGE UNITS	\$500	\$25,000	N/A	\$25,000
CIVIL AUTHORITY	72 HOURS	4 WEEKS	N/A	4 WEEKS
COMPUTER AND FUNDS TRANSFER FRAUD	\$500	\$5,000	N/A	\$5,000
LIMITED COVERAGE FOR FUNGI, WET ROT, OR DRY ROT	\$500	\$50,000	N/A	\$50,000
PAVED SURFACES	\$500	\$25,000	N/A	\$25,000
TENANT BUILDING COVERAGE - REQUIRED BY LEASE	\$500	\$25,000	N/A	\$25,000
TENANT BUSINESS PERSONAL PROPERTY COVERAGE - REQUIRED BY LEASE	\$500	\$25,000	N/A	\$25,000

ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS

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Additional Property Coverages & Extensions	Deductible	Amount Included	Additional Amount Increase	Total Limit
THEFT OF TELEPHONIC SERVICES	\$500	\$25,000	N/A	\$25,000
UNDERGROUND PIPES	\$500	INCLUDED	N/A	INCLUDED



**ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS
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Additional Property Coverages & Extensions	Loc. No.	Bldg. No.	Deductible Amount	Amount Included	Additional Amount	Total Limit
ORDINANCE OR LAW	001	001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT			\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE			NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM			\$500			
OCCURRENCE LIMIT				\$10,000	N/A	\$10,000
AGGREGATE LIMIT				\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
MONEY AND SECURITIES			\$500			
ON PREMISES				\$10,000	N/A	\$10,000
OFF PREMISES				\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN			\$2,500	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT						
AUTOMATIC SPRINKLER SYSTEM				NO		
AUTOMATIC FIRE ALARM				NO		
CENTRAL STATION SECURITY				NO		
COLLAPSE			\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES						
DIRECT DAMAGE			\$500	\$25,000	N/A	\$25,000
TIME-ELEMENT			24 HOURS	\$25,000	N/A	\$25,000

Form 391-1018A (9-04)
Date Issued: 12/31/2021

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Additional Property Coverages & Extensions	Loc. Bldg. No. No.	Deductible Amount	Amount Included	Additional Amount	Total Limit
ORDINANCE OR LAW	002 001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT		\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE		NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM		\$500			
OCCURRENCE LIMIT			\$10,000	N/A	\$10,000
AGGREGATE LIMIT			\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)		\$500			
ON PREMISES			\$25,000	N/A	\$25,000
OFF PREMISES			\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE		\$500			
ON PREMISES			\$25,000	N/A	\$25,000
OFF PREMISES			\$25,000	N/A	\$25,000
MONEY AND SECURITIES		\$500			
ON PREMISES			\$10,000	N/A	\$10,000
OFF PREMISES			\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN		\$2,500	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT					
AUTOMATIC SPRINKLER SYSTEM			NO		
AUTOMATIC FIRE ALARM			NO		
CENTRAL STATION SECURITY			NO		
COLLAPSE		\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES					
DIRECT DAMAGE		\$500	\$25,000	N/A	\$25,000
TIME-ELEMENT		24 HOURS	\$25,000	N/A	\$25,000

Form 391-1018A (9-04)
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ORDINANCE OR LAW	003	001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT			\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE			NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM			\$500			
OCCURRENCE LIMIT				\$10,000	N/A	\$10,000
AGGREGATE LIMIT				\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
MONEY AND SECURITIES			\$500			
ON PREMISES				\$10,000	N/A	\$10,000
OFF PREMISES				\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN			\$2,500	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT						
AUTOMATIC SPRINKLER SYSTEM				NO		
AUTOMATIC FIRE ALARM				NO		
CENTRAL STATION SECURITY				NO		
COLLAPSE			\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES						
DIRECT DAMAGE			\$500	\$25,000	N/A	\$25,000
TIME-ELEMENT			24 HOURS	\$25,000	N/A	\$25,000

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ORDINANCE OR LAW	004	001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT			\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE			NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM			\$500			
OCCURRENCE LIMIT				\$10,000	N/A	\$10,000
AGGREGATE LIMIT				\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE			\$500			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
MONEY AND SECURITIES			\$500			
ON PREMISES				\$10,000	N/A	\$10,000
OFF PREMISES				\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN			\$2,500	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT						
AUTOMATIC SPRINKLER SYSTEM				NO		
AUTOMATIC FIRE ALARM				NO		
CENTRAL STATION SECURITY				NO		
COLLAPSE			\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES						
DIRECT DAMAGE			\$500	\$25,000	N/A	\$25,000
TIME-ELEMENT			24 HOURS	\$25,000	N/A	\$25,000

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Forms and Endorsements Schedule

Form Number	Edition Date	Description
391-1389	08/16	DELUXE SILVER BROADENING
421-0037	07/02	LEAD POISONING LIABILITY EXCLU
391-0863	08/16	CONDO, CO-OP D AND O
BP0517	01/06	EXC - SILICA OR SILICA DUST
391-1063	08/16	CONDO D AND O INS EXC DELETE
401-1374	12/20	DISCLOSURE PURSUANT TO TRIA
391-1114	01/15	CAP ON LOSSES FROM TERRORISM
391-1313	01/15	EXCLUSION OF PUNITIVE DAMAGES
391-0779	08/16	CONDOMINIUM ASSOCIATION COVG
391-1006	08/16	LIABILITY SPECIAL BROADENING
391-1390	08/16	CONDO EXTENSION ENDORSEMENT
391-1530	08/16	KENTUCKY CHANGES
421-0022	07/02	ASBESTOS EXCLUSION
BP0417	01/10	EMPLYMT RELATED PRACTICES EXCL
231-0475	06/89	PILR NOTICE
391-1003	08/16	BUSINESSOWNERS COVERAGE FORM
391-1102	08/16	EXCL - FUNGI OR BACTERIA LIAB
391-1375	01/10	AMEND LIMITS PERSONAL AND ADV
391-1738	08/16	EARTH MOVEMENT COVERAGE
391-1739	10/13	EARTH MOVEMENT SCHEDULE

Form 391-1016 (7-99)

Date Issued: 12/31/2021

AGENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS CONDOMINIUM, CO-OP, AND ASSOCIATION
DIRECTORS AND OFFICERS LIABILITY**

CLAIMS-MADE WARNING

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS ENDORSEMENT APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Retroactive Date: 01/01/2016

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

- A.** For the purpose of coverage provided by this endorsement, **SECTION II - LIABILITY, A. Coverages, 1. Business Liability**, paragraphs a. through e. is replaced by the following:
- 1. Directors and Officers Liability**
- a. We will pay those sums the insured becomes legally obligated to pay as "damages" arising out of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" or "suit" that may result. But:
- (1) The amount we will pay for "damages" is limited as described in **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance** as modified below; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **f. Coverage Extension - Supplementary Payments**.
- b.** This insurance applies to "damages" only if:
- (1) The "damages" are caused by a "wrongful act" that takes place in the "coverage territory";
- (2) The "wrongful act" occurs on or after the Retroactive Date shown in the Schedule above and before the end of the policy period. If no date is entered in the Schedule above, the Retroactive Date is the policy inception date shown in the Declarations;
- (3) The "claim" for "damages" because of the "wrongful act" is first made against you during the policy period or any Extended Reporting Period we provide under section **F. EXTENDED REPORTING PERIODS** below; and
- (4) Prior to the inception date of the first **Businessowners Condominium, Co-op, And Association Directors and Officers Liability** endorsement issued and continuously renewed by us, no insured listed under section **C. Who Is An Insured**, paragraph 1. and no "employee" authorized by you to give or receive notice of a "wrongful act" or claim knew that the "wrongful act" had occurred, in whole or in part.

c. A claim seeking "damages" will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph a. above.

d. All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more insureds shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made.

B. For the purpose of coverage provided by this endorsement, SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, a. Expected or Intended Injury, b. Contractual Liability, f. Pollution and j. Professional Services, are replaced by the following:

a. **Intentional, Criminal, Fraudulent or Malicious Acts**

"Damages" expected or intended from the standpoint of the insured, as well as "damages" arising out of:

(1) Any fraudulent, dishonest, criminal or malicious act or omission;

(2) Willful misconduct;

(3) Knowing violation of rights or law; or

(4) Gaining of any profit or advantage to which you are not legally entitled;

by the insured or any person for whom the insured is legally responsible.

b. **Contracts**

"Damages" for breach of any oral, written or implied contract or agreement, or the assumption of liability by any insured under a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Pollution**

Any loss, cost or expense arising out of any:

(1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any "pollutants" at any time; or

(2) 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

(3) 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";

Including without limitation any "claim" by or on behalf of the association.

j. **Professional Services**

"Damages" arising out of the rendering of or failure to render any professional service, advice or instruction:

(1) By you; or

(2) On your behalf; or

(3) From whom any of you assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "wrongful act" which caused the "damages" involved the rendering of or failure to render any professional service.

C. For the purpose of coverage provided by this endorsement, the following is added to SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage:

Additional Exclusions Applicable Only to Condominium, Co-op and Association Directors and Officers Liability

This insurance does not apply to:

a. "Bodily Injury", "Property Damage" and "Personal and Advertising Injury"

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

b. **Financial Activities**

Any liability or expense arising out of any financial instrument, security or investment, including but not limited to claims for breach of contract, misrepresentation, or failure to pay.

c. **Compensation**

Salary, compensation or bonuses voted to or denied to any insured by the directors, officers and trustees of the Named Insured.



d. Insurance

The advising or requiring, failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the insured or any other person, firm or organization.

e. Illegal Financial Gain

Any "claim" arising out of the insured obtaining or attempting to obtain profit, remuneration or financial gain to which such insured is not legally entitled.

f. Asbestos

"Damages" arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
- (2) Use of asbestos in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (5) Products manufactured, sold, handled or distributed by you or on your behalf which contain asbestos; or
- (6) Acts or omissions by you in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

g. Cross Insured Claims

"Damages" sustained by any insured that arise out of the activities of any other person or organization qualifying as an insured under this policy.

h. Employment Related Practices

"Damages" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as

coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of "damages" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

i. Communicable Disease

"Damages" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

j. Fungi and Bacteria

Any "damages" arising out of "fungi" or bacteria which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion also applies to any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the

effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

k. Lead

Any "damages" arising out of any actual or alleged presence of or exposure to lead including but not limited to:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead;
- (2) The use of lead in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead;
- (4) The manufacturing, transportation, storage or disposal of goods or products containing lead;
- (5) Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead;
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of products or materials containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

D. For the purpose of coverage provided by this endorsement, SECTION II - LIABILITY, C. Who Is An Insured is replaced by the following:

Each of the following is an insured:

1. You;
2. Your past, present, or future directors, officers, or trustees but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
3. The lawful spouse or "domestic partner" of an insured under item 2. above, but solely with respect to such spouse's or "domestic partner's" status as a spouse or "domestic partner", or such spouse's or "domestic partner's" ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for "wrongful acts" actually or allegedly committed by the spouse or "domestic partner".

4. You are also an insured with respect to "claims" for which you may be obligated to indemnify your past, present or future directors, officers, or trustees; and

5. Your "employees" and "volunteer workers", while acting within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "damages":

- a. To you, your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" in the course of his or her employment or while performing duties related to the conduct of your business;
- b. To the spouse, "domestic partner", child, parent, brother or sister of your past, present or future directors, officers, or trustees, a co-"employee" or "volunteer worker" as a consequence of paragraph (a) above; or
- c. For which there is any obligation to share damages with or repay someone else who must pay "damages" because of the claim described in paragraphs (a) or (b) above.

6. Any person or organization acting as real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to liability for "wrongful acts" committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for "claims" or "suits" brought against them by you.

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

E. For the purpose of coverage provided by this endorsement, SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance is replaced by the following:

D. Condominium, Co-op and Association Directors and Officers Limits

1. The most we will pay for the sum of all "damages" resulting from all "wrongful acts" to which this insurance applies is the Directors and Officers Aggregate Limit. This Limit is equal to and in addition to the



Liability And Medical Expenses Limit shown on the Declarations.

2. Subject to the Directors And Officers Aggregate Limit, the Directors And Officers Each "Wrongful Act" Limit is the most we will pay for all "damages" resulting from any one "wrongful act" to which this insurance applies. This Each "Wrongful Act" Limit is equal to the Directors and Officers Aggregate Limit described in paragraph 1. above.
3. The Limits of Insurance 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.

F. For the purpose of coverage provided by this endorsement **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or "Suit"** is replaced by the following:

2. Duties In The Event Of "Wrongful Act", "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act" took place;
 - (2) How and when you became aware of the "wrongful act";
 - (3) The names and addresses of any persons who were involved in the "wrongful act", who potentially sustained damages, and any witnesses; and
 - (4) The nature and location of any damage arising out of the "wrongful act".
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

G. For the purpose of coverage provided by this endorsement, the following **Extended Reporting Period** provisions are added:

EXTENDED REPORTING PERIOD

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Endorsement is canceled or not renewed; or
 - b. We renew or replace this Coverage Endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Endorsement; or
 - (2) Does not apply to "damages" arising out of a "wrongful act" on a claims-made basis.

You agree that in the event of a claim made during an Extended Reporting Period, you will do nothing that could prejudice our position or any potential or actual rights of recovery, subrogation, or contribution.

2. Extended Reporting Periods do not extend the policy period or change the scope of the coverage provided. They apply only to claims because of "damages" arising out of a "wrongful act" occurring prior to the end of the policy period but not before the Retroactive Date.

Once in effect, Extended Reporting Periods may not be canceled.

3. If we cancel or do not renew this Coverage Endorsement for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the policy period and lasts for 60 days



with respect to claims because of "damages" arising out of a "wrongful act" occurring prior to the end of the policy period but not before the retroactive date, and not previously reported to us.

- a. This Automatic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
 - b. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
4. If this Coverage Endorsement is cancelled or not renewed, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the policy period with respect to claims for "damages" arising out of a "wrongful act" that was first committed before the end of the policy period but not before the retroactive date, and not previously reported to us.
- a. This Optional Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
 - b. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance.
 - c. You must give us a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or non-renewal. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or non-renewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
 - d. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

5. In the event similar insurance is in force covering "claims" first made during Extended Reporting Period, coverage provided by this Endorsement shall be excess over any part of any other valid and collectable insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after our policy period ends.

H. For the purpose of coverage provided by this endorsement, the following definitions are added to SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:

1. "Claim" means a written demand for "damages" or a "suit".
2. "Damages" means a compensatory monetary award, settlement or judgment that you become legally obligated to pay. "Damages" does not include taxes, fines or penalties, punitive or exemplary damages, the multiplied portion of multiplied awards, or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
2. "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Named Insured.
3. "Interrelated wrongful act" means all causally connected "wrongful acts".
4. "Wrongful act" means any actual or alleged negligent act, error, omission, misstatement or misleading statement, neglect, or breach of duty by an insured while acting in the scope of their duties as a Director or Officer of the Named Insured, or any matter claimed against the insured solely by reason of their serving as a Director or Officer for the Named Insured. This does not apply to a position or capacity in any entity other than the named insured association, even if the named insured association directed or requested the insured to serve in such other position or capacity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS CONDOMINIUM, CO-OP, AND ASSOCIATION
DIRECTORS AND OFFICERS - DELETION OF INSURANCE EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS CONDOMINIUM, CO-OP, AND ASSOCIATION DIRECTORS AND OFFICERS LIABILITY
ENDORSEMENT**

For the purpose of coverage provided by this endorsement, section C. **Additional Exclusions Applicable Only to Condominium, Co-op and Association Directors and Officers Liability**, d. Insurance is deleted.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AVENUES BUSINESSOWNERS DELUXE SILVER
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION I - PROPERTY**:

The limits applicable to the coverages included in this endorsement may either be in addition to or included within the applicable Limit of Insurance. For application of the limits, refer to each coverage within this endorsement. Words or phrases in quotation marks have special meanings. The meaning of words or phrases in quotation marks is explained within the applicable coverage section. The coverages in this endorsement amend the coverage provided under the Businessowners Coverage Form through new coverages and replace coverage grants. These coverages are subject to the provisions applicable to this policy, except where amended within this endorsement.

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part of, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an occurrence basis. Refer to each coverage within this endorsement for application of coverage.

We provide no coverage for Business Income; Extended Business Income; Extra Expense; or Business Income and Extra Expense from Dependent Properties for any of the Coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage provision.

I. COVERAGES

A. Scheduled Coverages	Limit	Page
1. Advertising Expense to Regain Customers	\$2,500	3
2. Backup or Overflow of a Sewer, Drain or Sump	Included	3
3. Brands and Labels	Included	3
4. Contingent Transit Business Income and Extra Expense	\$100,000	4
5. Business Income and Extra Expense from Dependent Properties	\$100,000	4
6. Transit Business Income and Extra Expense	\$50,000	4
7. Business Income from Websites	\$50,000 / 7 days	5
8. Computer and Funds Transfer Fraud	\$10,000	5
9. Consequential Loss to Stock	Included	5
10. Contract Penalties	\$25,000	5
11. Denial of Access to Premises	30 Days; 72 Hour Waiting Period	5
12. Employee Theft Including ERISA Compliance	\$25,000	6
13. Expediting Expenses	\$25,000	6
14. Extended Business Income	90 days	6
15. Fine Arts	\$50,000	6



A. Scheduled Coverages	Limit	Page
16. Fire Protection Equipment Recharge	Included	7
17. Forgery or Alteration	\$50,000	7
18. Hired Auto - Physical Damage	\$50,000	7
19. International Air Shipments	\$10,000	8
20. Interruption of Computer Operations	\$15,000	8
21. Inventory and Loss Appraisal	\$25,000	8
22. Key Replacement and Lock Repair	\$2,500	9
23. Lessor's Lease Cancellation	\$10,000	9
24. Lessor's Tenant Move Expenses	\$10,000 / 60 days	9
25. Marring and Scratching	Included	9
26. Money and Securities	\$10,000	10
27. Money Orders and Counterfeit Money	\$25,000	10
28. Newly Acquired or Constructed Property - Business Income and Extra Expense	\$500,000	10
29. Ordinance or Law - Demolition and Increased Cost of Construction	\$25,000	10
30. Ordinance or Law - Increased Period of Restoration	\$10,000	10
31. Ordinance or Law (Tenant's Improvement Extension)	\$25,000	11
32. Outdoor Property	\$25,000	11
33. Personal Effects	\$25,000	11
34. Portable Electronic Devices Coverage Worldwide	\$10,000	11
35. Precious Metal Theft Payment Changes	\$25,000	12
36. Preservation of Property - Expense	\$25,000	12
37. Personal Property in Transit	\$50,000	12
38. Personal Property of Others - Replacement Cost Provision	Included	12
39. Sales Representative Samples	\$25,000	12
40. Soft Costs	\$10,000	12
41. Spoilage	\$25,000	13
42. Temporary Relocation of Property	\$50,000	14
43. Tenant Signs	\$20,000	14
44. Underground Water Seepage	\$100,000	14
45. Utility Services - Direct Damage	\$25,000	15
Utility Services - Business Income	\$25,000	
46. Worldwide Property Off Premises	\$50,000	16

B. Blanket Coverages	Limit \$150,000	Page
1. Accounts Receivable	Included	16
2. Computer Equipment	Included	16
3. Debris Removal	Included	16
4. Property of Others	Included	17
5. Valuable Papers and Records (Other Than Electronic Data)	Included	17

The Blanket Limit of Insurance shown above applies to all Coverages shown in **Section B** of this endorsement. At the time of loss, you may elect to apportion this Blanket Limit of Insurance to one or any combination of the Coverages shown, but under no circumstances will the aggregate apportionment be permitted to exceed the Blanket Limit of Insurance shown above. The Blanket Limit of Insurance applies per occurrence.

II. DEDUCTIBLES

Deductibles are subject to the provisions applicable to the Businessowners Coverage Form except as provided below. We will not pay for covered loss or damage in any one occurrence unless the amount of loss or damage exceeds the applicable Deductible amount. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

III. COVERED PROPERTY

A. Scheduled Coverages

1. Advertising Expense to Regain Customers

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Advertising Expense to Regain Customers

- (1) If we make payment for a Covered Cause of Loss under this policy and there is a "suspension" of operations caused by direct physical loss or damage to property, we will pay for necessary advertising expenses you incur solely to regain customer faith and approval.
- (2) We will only pay the necessary advertising expenses that you incur within 60 consecutive days after the "period of restoration" ends.
- (3) The most we will pay under this Additional Coverage for all necessary advertising expenses in any one policy year is \$2,500.

2. Backup or Overflow of a Sewer, Drain or Sump

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Backup or Overflow of a Sewer, Drain or Sump

- (1) We will pay for direct physical loss or damage to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related

equipment. The term drain includes a roof drain and its related fixtures.

- (2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions**, paragraph 1.g. **Water (3)** is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Sewer Backup Exclusion

We will not pay for:

- (a) Loss or damage from water or other materials that back-up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any "flood", regardless of the proximity of the back-up or overflow to the "flood" condition; or
- (b) Failure to keep a sump pump or its related equipment in proper working condition; or
- (c) Failure to perform routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

3. Brands and Labels

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Brands and Labels

- (1) If Covered Property that has a brand or label is damaged by a Covered Cause of Loss and we elect to take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to your Business Personal Property to:
 - (a) Pay expenses you incur to:
 - (i) Remove the brand or label and then relabel the damaged property to comply with any applicable law; or

(ii) Label or stamp the damaged property Salvage, if doing so will not physically damage the property.

(b) Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

(2) Payment under this Extension is included within the Limit of Insurance applicable to your Business Personal Property.

4. Contingent Transit Business Income and Extra Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Contingent Transit Business Income and Extra Expense

You may extend your Business Income or Extra Expense Coverage to apply to the actual loss of Business Income (not including **Extended Business Income**) or Extra Expense you sustain due to direct physical loss of or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit", caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$100,000.

5. Business Income and Extra Expense - Dependent Properties

The heading for **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, m. Business Income from Dependent Properties** is replaced by the following:

m. Business Income and Extra Expense from Dependent Properties

The following is added to **Business Income and Extra Expense from Dependent Properties:**

We will pay the necessary Extra Expense you incur due to direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

The definition of Extra Expense for this Additional Coverage is replaced by the following:

Extra Expense means necessary expenses you incur during the "period of restoration" for the "dependent property" that you would not have incurred if there had been no direct physical loss or damage to the premises of any "dependent property" caused by or resulting from a Covered Cause of Loss:

(1) To avoid or minimize the "suspension" of business and to continue "operations"; or

(2) To minimize the "suspension" of business if you cannot continue "operations".

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

(3) Paragraph (2) of this Additional Coverage is replaced by the following:

(2) The most we will pay under this Additional Coverage is \$100,000 per occurrence, regardless of the number of "dependent properties" affected.

6. Transit Business Income and Extra Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Transit Business Income and Extra Expense

(1) We will pay the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to Covered Property while "in transit" caused by or resulting from a Covered Cause of Loss.

(2) **SECTION I - PROPERTY, B. Exclusions, paragraphs 1.b Earth Movement and 1.g Water** do not apply to this Additional Coverage:

(3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.

(4) The amount payable under this Additional Coverage is additional insurance.

7. Business Income from Websites

- a. The following is added to **SECTION I - PROPERTY A. Coverage, 5. Additional Coverages:**

Business Income from Websites

- (1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".
- (5) "Web Site and Communication Services" means:
 - (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
 - (b) Network and router infrastructure services, including cable and wireless, located more than 1,000 feet from the described premises.

- b. This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance.**

8. Computer and Funds Transfer Fraud

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, hh. Computer

and Funds Transfer Fraud, paragraph (3) is replaced by the following:

- (3) The most we will pay per occurrence under this Additional Coverage is \$10,000 unless a higher Limit of Insurance is shown in the Schedule of Amended Limits of Insurance.

9. Consequential Loss to Stock

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in process of manufacture that are physically undamaged but are unmarketable as a complete product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at an insured location.
- (2) Should it be determined that such "stock" retains only a salvage value, we retain the option of paying the full value of the "stock" as agreed within this policy, and taking the damaged property for salvage purposes.
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

10. Contract Penalties

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Contract Penalties

- (1) We will pay for contract penalties you are required to pay due to your failure to provide your product or service according to contract terms because of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- (2) The most we will pay for all penalties in any one occurrence is \$25,000.
- (3) The amount payable under this Additional Coverage is additional insurance.

11. Denial of Access to Premises

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Denial of Access to Premises

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when ingress to or egress from the described premises is prevented, due to direct physical loss of or damage to property that is away from but within 2000 feet of the described premises, caused by or resulting from any Covered Cause of Loss covered under this policy.
- (2) The coverage for Business Income will begin 72 hours after the loss or damage to the premises that causes the denial of access and will apply for a period of up to 30 consecutive days after coverage begins.
- (3) The coverage for Extra Expense will begin immediately after the loss or damage to the premises that causes the denial of access and will end:
 - (a) 30 consecutive days after coverage begins; or
 - (b) When your Business Income coverage ends;whichever is earlier.
- (4) The definitions of Business Income and Extra Expense contained in the Business Income Additional Coverage and the Extra Expense Additional Coverage also apply to this Denial of Access to Premises Additional Coverage.

12. Employee Theft including ERISA Compliance

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, p. Employee Theft Including ERISA, paragraph (6), is replaced by the following:

- (6) The most we will pay for all loss resulting directly from an occurrence is \$25,000. 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.

13. Expediting Expenses

The following is added to SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:

Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will

pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.
- (2) The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000.
 - (3) The amount payable under this Additional Coverage is additional insurance.

14. Extended Business Income

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income, (2) Extended Business Income, (a) Extended Business Income - Other Than Rental Value, paragraph (ii) and (b) Extended Business Income - Rental Value, paragraph (ii) are replaced by the following:

(a) Extended Business Income - Other Than Rental Value

(ii) Ends on the earlier of:

- 1) The date you could restore your operations, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
- 2) 90 consecutive days after the date determined in (2)(a)(i) above.

(b) Extended Business Income - Rental Value

(ii) Ends on the earlier of:

- 1) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- 2) 90 consecutive days after the date determined in (2)(b)(i) above.

15. Fine Arts

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, x. Fine Arts, paragraph (3), is replaced by the following:

- (3) The most we will pay for loss under this Additional Coverage is \$50,000 per occurrence regardless of the number of locations or buildings involved.

16. Fire Protection Equipment Recharge

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, o. Fire Protection Systems Recharge, paragraph (3), is replaced by the following:

- (3) This Coverage Extension is included within the Limit of Insurance applicable to your covered property at the described premises. This Coverage Extension does not increase the Limits of Insurance.

17. Forgery or Alteration

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, k. Forgery or Alteration, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000, unless a higher Limit of Insurance is shown in the Schedule of Amended Limits of Insurance.

18. Hired Auto - Physical Damage

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Hired Auto - Physical Damage Coverage

- (1) We will pay for loss to an "auto" you or an "employee", at your direction, lease, hire or rent without a driver for a period of 30 days or less for the purpose of conducting customary operations for your business. This does not include any "auto" you lease, hire or rent from any of your "employees" or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

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

(b) Collision coverage

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

- (2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, A. Coverage, 2. Property Not Covered, paragraph a.** is replaced by the following:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration and:

- (1) Any "auto" as described in paragraph (1) above, while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;
(2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment;
(3) 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 measurement equipment; or
(4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

- (3) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions** does not apply with the exception of the following exclusions:

(a) 1.d. Nuclear Hazard;

(b) 1.f. War and Military Action

For the purpose of this Additional Coverage only, the following exclusions are added to **SECTION I - PROPERTY, B. Exclusions:**

1. We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with the



"auto" by trick or scheme or under false pretenses; or

2. We will not pay for loss caused by or resulting from wear and tear, freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

- (4) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, C. Limits of Insurance:**

Hired Auto Physical Damage Limits of Insurance

The most we will pay for loss to any one covered "auto" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of loss;
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$50,000.

- (5) The following is added to **SECTION I - PROPERTY, D. Deductibles, paragraph 5.:**

Hired Auto - Physical Damage

- (6) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, G. Property Definitions:**

1. "Auto" means a land motor vehicle, trailer or semitrailer that is subject to motor vehicle registration, or designed for travel on public roads, including any attached machinery or equipment.

The amount payable under this Additional Coverage is additional insurance.

This coverage is excess to any other valid insurance whether collectible or not.

19. International Air Shipments

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

International Air Shipments

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others that you ship to apply to that property; while being shipped by air:

- (a) Anywhere within the Coverage Territory to or from a location

outside of the coverage territory; or

- (b) Between locations outside of the coverage territory;

- (2) This coverage extension only applies to the shipment of your property which originates and terminates at a location specified in the air waybill.

- (3) The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

- (4) **Special International Air Shipments Exclusion**

This Extension does not apply to:

Business Personal Property if there is other insurance in force covering the same loss.

20. Interruption of Computer Operations

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, ee. Interruption of Computer Operations, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage - Interruption of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of described premises or computer systems involved, is \$15,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

21. Inventory and Loss Appraisal

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, j. Inventory and Loss Appraisal, paragraph (2) is replaced by the following:

- (2) Regardless of the number of premises involved, the most we will pay under this Extension is \$25,000.

22. Key Replacement and Lock Repair

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, g. Key Replacement and Lock Repair, paragraph (2), is replaced by the following:

- (2) The most we will pay under this Extension is \$2,500. The Deductible does not apply to this Extension.

23. Lessor's Lease Cancellation

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Lessor's Lease Cancellation

- (1) We will pay the actual loss of business income you sustain due to the cancellation of a lease by your tenants in a Covered Building due to untenability that is caused by direct physical loss or damage to that building from a Covered Cause of Loss.

This Additional Coverage only applies if at the time of loss the building was occupied and business was being conducted by the tenant cancelling the lease or their sub-lessee.

- (2) We will pay for loss of business income that you sustain after tenantability is restored and until the earlier of:
- (a) The date you lease the premises to another tenant; or
 - (b) 12 months immediately following the "period of restoration".
- (3) Regardless of the number of tenants cancelling a lease at the described premises, the most we will pay under this Additional Coverage is \$10,000 per occurrence
- (4) The amount payable under this Additional Coverage is additional insurance.
- (5) **Special Lease Cancellation Exclusions**
We will not pay for:
- (a) Lease cancelled after the "period of restoration";
 - (b) Lease cancelled, suspended or allowed to lapse by you;

- (c) Return of prepaid rent or security and other deposits made by tenants; or

- (d) Lease cancelled at the normal expiration date.

24. Lessor's Tenant Move Expenses

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Lessor's Tenant Move Expenses

- (1) In the event that your tenants must temporarily vacate the covered Building at the described premises due to untenability caused by direct physical loss or damage by a Covered Cause of Loss, we will pay the following expenses you actually incur to move those tenants out of and back into your covered Building.
- (2) We will only pay for the following expenses:
- (a) Packing, transporting and unpacking the tenant's Business Personal Property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of furniture and equipment; and
 - (b) The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
- (3) We will only pay for these expenses that you actually incur within 60 days of the date that the damaged buildings has been repaired or rebuilt.
- (4) Regardless of the number of tenants involved, the most we will pay under this Additional Coverage is \$10,000 per occurrence. This Additional Coverage is not subject to the Limits of Insurance under **SECTION I - PROPERTY.**

25. Marring and Scratching

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Marring and Scratching

- (1) You may extend the insurance that applies to Business Personal Property to apply to damage caused directly by

sudden and accidental marring and scratching of:

- (a) Your "stock";
- (b) Your printing plates; or
- (c) Property of others that is in your care, custody or control.

(2) This Coverage Extension does not apply to:

- (a) Property at other than the described premises; or
- (b) Property "in transit".

(3) Payment under this Coverage Extension is included within Limit of Insurance applicable to your Business Personal Property.

26. Money and Securities

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, s. Money and Securities, paragraph (5)(b) is replaced by the following:

- (b) \$10,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for "money" and "securities" while at any other location listed in (1) above and while in the coverage territory.

27. Money Orders and Counterfeit Money

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, j. Money Orders and Counterfeit Money, paragraph (3), is replaced by the following:

- (3) The most we will pay for any loss under this Additional Coverage is \$25,000.

28. Newly Acquired or Constructed Property - Business Income and Extra Expense

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraph (3) Business Income and Extra Expense is replaced by the following:

(3) Business Income and Extra Expense

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

29. Ordinance or Law - Demolition Cost and Increased Cost of Construction

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law, (5) Loss Payment, paragraph (d) is replaced by the following:

- (d) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction for each building described in the Declarations is \$25,000 or the amount shown in the Additional Property Schedule. If a damaged building(s) is covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, then the most we will under this Additional Coverage, for each building, is \$25,000, or the amount shown in the Additional Property Coverage Schedule.

30. Ordinance or Law - Increased Period of Restoration

- a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law, (4) Coverage:**

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 "operations" caused by or resulting from the enforcement of 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 endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- (d) 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 or dry rot or bacteria; or



(e) 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 or dry rot or bacteria.

b. The following is added to **SECTION I - PROPERTY, A. Coverage 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment, paragraph (c):**

The most we will pay for loss under Increased Period of Restoration in any one occurrence is \$10,000 for each described building shown in the Declarations or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Increased Period of Restoration for each described building in any one occurrence is \$10,000.

31. Ordinance or Law - Tenant Improvements and Betterments

a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, (4) Coverage:**

Coverage provided under paragraphs (a), (b) and (c) above applies to tenant's improvements and betterments but only if a Limit of Insurance is shown in the Declarations for Business Personal Property. Business Personal Property must be insured on a replacement cost basis.

This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

b. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment, paragraph (c):**

Regardless of the number of locations insured or buildings involved, the most we will pay for any loss to tenant's improvements and betterments under this Additional Coverage in any one occurrence is \$25,000.

32. Outdoor Property

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property, paragraph (3) is replaced by the following:

(3) Regardless of the number of described premises involved, the most we will pay for loss or damage under this Extension, including debris removal expense, is \$25,000, but not more than \$1,000 for any one tree, shrub or plant.

33. Personal Effects

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects, paragraph (3) is replaced by the following:

(3) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

34. Portable Electronic Devices Coverage Worldwide

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Portable Electronic Devices Coverage Worldwide

(1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to portable electronic devices while anywhere in the world, including while "in transit".

(2) For the purpose of this Additional Coverage, the following is added to **SECTION I - PROPERTY, G. Property Definitions:**

Portable electronic devices includes laptops, tablets, e-readers, smartphones or other lightweight, hand-held or wearable devices capable of storing, retrieving and processing data.

(3) This coverage is provided when the property is owned by you or owned by others when in your or your "employees" care, custody or control, subject to **SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment, paragraph d.(3)(b).**

(4) We will not pay for loss or damage to portable electronic devices when caused by, resulting from, or arising out of "theft" or unexplained loss when

the property is checked baggage with a carrier for transit.

- (5) The provisions for a Business Income loss will be governed by the terms of SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages f. Business Income except:

(a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph (1)(a); and

(b) The following are not included under this Additional Coverage:

(i) Continuing normal operating expenses incurred, including "payroll expense";

(ii) Extended Business Income.

- (6) The provisions for Extra Expense loss will be governed by the terms of SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, g. Extra Expense except:

(a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph g.(1) and g.(2).

- (7) Limitations, item b. does not apply to this Additional Coverage.

- (8) SECTION I - PROPERTY, B. Exclusions, 5. Business Income and Extra Expense Exclusions, paragraph (4) does not apply to this Additional Coverage.

- (9) Regardless of the number of lost or damaged portable electronic devices, the most we will pay per occurrence including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000.

- (10) The amount payable under this Additional Coverage is additional insurance.

35. Precious Metal Theft Payment Changes

SECTION I - PROPERTY, A. Coverage, 4. Limitations, paragraph c. is replaced by the following:

c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

(1) \$10,000 for furs, fur garments and garments trimmed with fur.

(2) \$10,000 for jewelry, watches, watch movements, jewels, pearls,

precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.

- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

36. Preservation of Property - Expense

The following is added to SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:

Preservation of Property - Expense

(1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.

(2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.

(3) The most we will pay under this Additional Coverage is \$25,000.

This Additional Coverage is an additional amount of insurance.

37. Personal Property in Transit

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5) is replaced by the following:

(5) The most we will pay for loss or damage under this Coverage Extension is \$50,000.

38. Personal Property of Others - Replacement Cost Provision

SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment, paragraph d.(3)(b) is deleted.

39. Sales Representative Samples

SECTION I - PROPERTY, 5. Additional Coverages, y. Sales Representative Samples, paragraph (3) is replaced by the following:

(3) The most we will pay for any loss or damage under this Additional Coverage is \$25,000.

40. Soft Costs

The following is added to SECTION I - PROPERTY, A. Coverage, 6 Extensions: Soft Costs



- (1) We will pay the actual "soft cost expenses" that arise out of a delay in the construction, erection or fabrication of a Covered Building that is listed in **SECTION I - PROPERTY, A. Coverage, 1. Covered Property**, paragraph a.(6) resulting from direct physical loss or damage to that Covered Building from a Covered Cause of Loss.
- (2) We will only pay the necessary "soft cost expenses" that are over and above those costs that would have been incurred had there been no delay.
- (3) The most we will pay under this Extension in any one occurrence is \$10,000.
- (4) "Soft cost expenses" means additional:
 - (a) Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - (b) Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - (c) Advertising, public relations and promotional expenses.

41. Spoilage

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Spoilage

The following provisions (a. through g. inclusive) apply to the insurance provided by this Additional Coverage:

- a. For the purpose of this Additional Coverage, the following is added to **SECTION I - PROPERTY, A. Coverage, 1. Covered Property**:

Covered Property means "perishable goods" at the insured locations, if the "perishable goods" are:

 - a. Owned by you and used in your business; or
 - b. Owned by others and in your care, custody or control except as otherwise provided in **SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment**, paragraph d.(3)(b).

- b. The following is added to **SECTION I - PROPERTY, A. Coverage, 2. Property Not Covered**:

Property located:

- (1) On the exterior of buildings;
- (2) In the open; or
- (3) In vehicles.

- c. **SECTION I - PROPERTY, A. Coverage, 3. Covered Causes Of Loss** is replaced by the following:

3. Covered Causes of Loss

Subject to the exclusions described in item E. of this Additional Coverage, Covered Causes of Loss means the following:

- a. 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.

Coverage applies only while such apparatus or equipment is at the described premises shown in the Schedule; or

- (2) Contamination by a refrigerant. Coverage applies 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.

- b. 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.

d. **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions** does not apply.

e. **SECTION I - PROPERTY, B. Exclusions paragraph 1.,** does not apply to this Coverage Extension except for:

- (1) b., Earth Movement;
- (2) c., Governmental Action;
- (3) d., Nuclear Hazard;
- (4) f., War and Military Action; and
- (5) g., Water.
- (6) The following exclusions are added: to **SECTION I - PROPERTY, B. Exclusions, paragraph 2:**

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. 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.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

f. **Conditions**

For the purpose of this Additional Coverage, **SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment, paragraph d.** is replaced by the following:

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

- (1) For "perishable goods" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

- (2) For other "perishable goods", at actual cash value.

f. Regardless of the number of insured locations involved, the most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000. This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance.**

42. Temporary Relocation of Property

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

43. Tenant Signs

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, t. Tenant Signs, paragraph (4) is replaced by the following:

- (4) The most we will pay for loss or damage in any one occurrence is \$20,000 regardless of the number of locations or buildings involved.

44. Underground Water Seepage

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Underground Water Seepage

- (1) We will pay for direct physical loss or damage to Covered Property at the described premises caused by or

resulting from water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floor or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings in any building or other structure.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

This coverage is intended to provide insurance for damage by subterranean water when such event is a localized incident - not part of a general, widespread "flood" water event.

We will not pay for loss or damage to property when the subterranean water causing the Underground Water Seepage is itself caused by any "flood" or general flooding conditions - including but not limited to those enumerated under **SECTION I - PROPERTY, B. Exclusions**, paragraph 1.g. **Water**.

- (2) **SECTION I - PROPERTY, B. Exclusions**, paragraphs g. **Water** (4) is deleted.
- (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$100,000.
- (4) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately to:
 - (a) Each building, including personal property therein;
 - (b) Personal property in each building if no coverage is provided on the containing building; and
 - (c) Personal property in the open.

The aggregate amount of this deductible in any one occurrence shall not exceed \$5,000.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

- (5) **Special Underground Water Seepage Exclusions**

- (a) The **Exclusions and Limitations** sections of **SECTION I - PROPERTY** apply to this Additional Coverage except as provided under paragraph (b) below.
- (b) To the extent that a part of **SECTION I - PROPERTY, B. Exclusions**, paragraph 1.g. **Water** might conflict with this Additional Coverage, that part of the **Water** Exclusion does not apply.
- (c) This Additional Coverage does not apply to loss or damage resulting from your failure to:
 - (i) Keep a sump pump or its related equipment in proper working condition; or
 - (ii) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

45. Utility Services

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraphs (1) and (2) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

- (2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

We will only pay for loss you sustain after the first 24 hours following the



direct physical loss or damage to the property described above.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

46. Worldwide Property Off Premises

The following is added to SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:

Worldwide Property Off Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$50,000.
- (3) This Extension provides an additional amount of insurance.

B. Blanket Coverages

1. Accounts Receivable

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable, paragraph (2), is replaced by the following:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises or away from the described premises is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

2. Computer Equipment

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, r. Computer

Equipment, paragraph (6) is replaced by the following:

- (6) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence at insured locations is subject to the Blanket Coverage Limit of Insurance, or the amount shown in the Additional Property Coverage Schedule.

The most we will pay for property listed in paragraphs (1) and (2) above in any one occurrence for such property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a - d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one occurrence. This Additional Coverage is not subject to SECTION I - PROPERTY, C. Limits of Insurance.

3. Debris Removal

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, a. Debris Removal, paragraph (4) is replaced by the following:

- (4) We will pay up to the blanket limit of insurance for debris removal expense, for each insured 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) above, 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 blanket limit of insurance.

4. Property of Others

- (a) You may extend the Blanket Coverage Limit of Insurance to apply to property of others that is in your care, custody or control, including the cost of labor, materials or services furnished or arranged by you on personal property of others.

- (b) The most we will pay under this provision is subject to the Blanket Coverage Limit of Insurance.

5. Valuable Papers and Records (Other Than Electronic Data)

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers and Records (Other Than Electronic Data), paragraph (3) is replaced by the following:

- (3) Regardless of the number of locations involved the most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is subject to the Blanket Limit of Insurance, or the amount shown in the Additional Coverage Schedule.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD POISONING LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged lead poisoning due to:

1. Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing lead;
2. The use of lead in constructing or manufacturing any good, product or structure;
3. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead;
4. The manufacturing, transportation, storage or disposal of goods or products containing lead;
5. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or
6. Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing lead.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. SECTION I - PROPERTY

1. **SECTION I - PROPERTY, A. Coverage, 1. Covered Property**, paragraph a. is replaced by the following:

a. Building, meaning the buildings and structures described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) All garages, storage buildings and other structures usual to your occupancy, including:
 - (a) Outdoor fixtures;
 - (b) Swimming pools; and
 - (c) Fences and retaining walls;
- (5) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies, and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
- (7) Any of the following types of property contained within common areas or within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:
 - (a) Fixtures, improvements and alterations that are a part of the

building or structure; and

- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in paragraph (7) above.

2. **SECTION I - PROPERTY, A. Coverage, 1. Covered Property**, paragraph b. is replaced by the following:

b. Business Personal Property located in or on the building and structures described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in **SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment**, paragraph d. (3)(b).

3. The following is added to **SECTION I - PROPERTY, E. Property Loss Conditions, 5. Loss Payment**:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

4. The following is added to **SECTION I - PROPERTY, F. Property General Conditions: Unit-owner's Insurance**

A unit-owner may have other insurance covering the same property as this

insurance. This insurance is intended to be primary and not to contribute with such other insurance.

5. The following is added to **SECTION I - PROPERTY, A. Coverage, 4. Limitations:**

Outdoor fixtures, swimming pools, outdoor furniture, fences and retaining walls, pavements, bulkheads, piers, wharves, or docks are not covered against loss caused by freezing or thawing, impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.

6. **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions** is amended as follows:

a. **c. Outdoor Property**, paragraph (1) is replaced by the following:

(1) You may extend insurance provided by this Coverage Form to apply to direct physical loss or damage to your radio and television antennas (including satellite dishes), trees, shrubs, plants and lawns which are "stock" or are a part of a vegetated roof, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (a) Fire;
- (b) Lightning;
- (c) Explosion;
- (d) Riot or civil commotion;
- (e) Aircraft;
- (f) Windstorm;
- (g) Ice, snow, sleet and hail.
- (h) Vandalism; or
- (i) Theft

b. **f. Accounts Receivable**, paragraph (2) is replaced by the following:

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$50,000.

c. **i. Personal Property in Transit**, paragraph (5) is replaced by the following:

(5) The most we will pay for loss or

damage under this Coverage Extension is \$15,000.

d. The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Maintenance Fees

(1) You may extend the insurance provided by this policy to apply to maintenance fees due you from unit owners or tenants that you have been unable to collect because the units are not tenantable as a result of direct physical loss or damage by any Covered Cause of Loss to Covered Property.

You are to use every effort legally available to collect maintenance fees receivable, and to cooperate with us in the collection of maintenance fees. You cannot waive your right to recover maintenance fees receivable without written permission from us.

(2) The most we will pay for loss or damage under this Extension is \$100,000.

(3) Coverage under this Extension only applies for the time that it would reasonable take to restore the damaged units to a tenantable condition.

B. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

C. The following is added to **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY), L. Transfer of Rights of Recovery Against Others To Us:**

Waiver of Rights of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. **Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
4. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
5. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,**

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. The following is added to **SECTION I - PROPERTY, A. Coverages, 1. Covered Property**, paragraph a.:
 - (1) Bridges, driveways, walks or patios within 1,000 feet of the described premises; and
 - (2) Outdoor swimming pools and spas and associated structures.
- B. The following is added to **SECTION I - PROPERTY, A. Coverages, 1. Covered Property**, paragraph b.:
Business personal property used for maintaining and servicing pools and other recreational facilities on the described premises.
- C. **SECTION I - PROPERTY, A. Coverages, 2. Property Not Covered**, paragraph r. is deleted.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged:

1. Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
2. Use of asbestos in constructing or manufacturing any good, product or structure;
3. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;
4. Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
5. Product manufactured, sold, handled or distributed by or on behalf of the insured which contain asbestos; or
6. Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

NOTICE

If a claim is filed on the insured property, information on the claim may be given to the Property Insurance Loss Register (PILR) for use by insurance companies in investigating that claim as well as other claims for loss on the property. Information which may be given to PILR includes name, age and sex, current and previous addresses, loss location, insurance policy information, cause of loss, type of property, and identification of others who have an interest in the property or who are involved in the claimed loss. Such information may be collected by an insurer or an adjuster from you, your spouse, others who have an interest in the property, those who are involved in the claimed loss, and fire department personnel. Information on you may be given by PILR to insurance companies which subscribe to its services. On request, PILR will tell you whether it has information on you, will let you see and copy such information (in person or by mail), and will give you the nature and substance of such information by telephone. PILR may charge a reasonable fee for copies of information provided. If you think information on you is incomplete or inaccurate, you may request PILR to make corrections. PILR will then investigate and: (1) give your correction to subscribers who previously received such information; or (2) inform you that it refuses to make your correction and give you its reasons. If PILR refuses to make your correction, you can have a statement of the reasons for your disagreement placed in PILR; and all subscribers who received or will receive information on you will also receive a copy of the statement. Information on your claim will normally be stored by PILR for five years.

Inquiries to PILR should be addressed:

Property Insurance Loss Register
700 New Brunswick Avenue
Rahway, New Jersey 07065

231-0475 (6-89)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI OR BACTERIA (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following exclusion is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage:**

"Fungi" or Bacteria

(1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the

abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

B. For the purpose of this endorsement, the following definition is added to **Section II - Liability Paragraph F., Liability and Medical Expenses Definitions:**

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT SCHEDULE

This endorsement provides supplementary information to be used with the following:

EARTH MOVEMENT COVERAGE

Maximum Per "Occurrence" Limit of Insurance	\$ <u>3,716,528</u>
Maximum Annual Aggregate Limit of Insurance	\$ <u>3,716,528</u>

SCHEDULE

The following Limits and Deductible apply:

Per "Occurrence" - Limit of Insurance	\$ <u>3,716,528</u>
Annual Aggregate - Limit of Insurance	\$ <u>3,716,528</u>

Limit applies solely for Earth Movement at the following locations:

Location No.	Building No.	Building Address:	Earth Movement Deductible (% or \$)
001	001	8900 GREENEWAY COMMONS PI #101 LOUISVILLE KY 40220	5%
002	001	8901 GREENEWAY COMMONS PL LOUISVILLE KY 40220	5%
003	001	8910 GREENEWAY COMMONS PL LOUISVILLE KY 40220	5%
004	001	8911 GREENEWAY COMMONS PL LOUISVILLE KY 40220	5%

*Information required to complete this Schedule, if not shown on this endorsement will be shown in the Declarations of this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION I - PROPERTY**:

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select.

A. Additional Covered Causes of Loss

Earth Movement is added as a Covered Cause of Loss for locations described in the Schedule of this Endorsement:

Earth Movement Means:

1. Earthquake, including any earth sinking, rising or shifting related to such event;
2. Landslide including earth sinking, rising or shifting related to such event;
3. Volcanic eruption, meaning the eruption, explosion or effusion of a volcano; or
4. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption occurrence. The expiration of this policy will not reduce the 168-hour period.

B. Exclusions

In addition to the exclusions found in the Exclusions and Limitation(s) section of the Coverage form, the following will also apply:

1. The Collapse exclusion in the Businessowners Coverage Form does not apply to collapse caused by Earthquake or Volcanic Eruption.
2. The Additional Coverage - Collapse in the Businessowners Coverage Form, do not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.

For the purpose of this endorsement, Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

Collapse does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or in any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
3. We will not pay for loss or damage to land, nor the cost to remediate or restore land. Costs for excavations, grading, backfilling or filling land due to collapse or sinking which results from Earth Movement is not covered under this endorsement.
 4. We will not pay for loss or damage caused directly or indirectly by:
 - a. Tidal wave or tsunami; or
 - b. The release of water impounded by a dam, levee, dike, seawall or flood control device;that ensues from an Earth Movement occurrence.
 5. The Ordinance or Law exclusion in Businessowners Coverage Form will continue to apply with respect to any loss under this policy, including any loss under this endorsement, unless Ordinance or Law coverage is added by endorsement.
 6. We will not pay for loss or damage caused by or resulting from Earth Movement that begins before the inception of this endorsement.

C. Additional Coverages and Coverage Extensions

1. With respect to Earth Movement Coverage, the Newly Acquired or Constructed Property Coverage Extension (and any additional limit for Newly Acquired or Constructed

Property under a Limit of Insurance clause or an endorsement) is amended by adding the following:

a. With respect to Earth Movement Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.

b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Earth Movement Coverage. Instead, the most we will pay for loss or damage due to Earth Movement on Newly Acquired Or Constructed Property is \$100,000 in any one occurrence and in any one policy year. This limit is a part of and does not increase the applicable Limit of Insurance for Earth Movement.

2. The Limit of Insurance that applies to coverage under this endorsement also applies to the Business Income and Extra Expense Additional Coverages.

3. With respect to any applicable Additional Coverages and Coverage Extension in the Coverage Form to which this endorsement is attached, other than those addressed in C.1 above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Earth Movement.

D. Limits of Insurance

1. Per Occurrence Limit of Insurance

The most we will pay for loss or damage caused by Earth Movement in any one occurrence is the applicable per occurrence Limit of Insurance shown in the Earth Movement Schedule regardless of the number of locations involved.

2. Annual Aggregate Limit of Insurance

The Annual Aggregate Limit of Insurance in the Earth Movement Schedule is the most we will pay for the total of all loss or damage that is caused by Earth Movement even if there is more than one Earth Movement loss in a 12-month policy period (starting with the beginning of the present annual policy period). If the first Earth Movement event does not exhaust the Limit of Insurance, then the balance of that Limit is available for a subsequent Earth Movement event.

If a single occurrence of Earth Movement begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to that following annual

policy period will not apply to that Earth Movement event.

3. Maximum Per Occurrence Limit of Insurance

Regardless of the number of Per occurrence Limits shown in the Earth Movement Schedule, the Maximum Per occurrence Limit of Insurance shown in the Earth Movement Schedule is the Most we will pay in any one occurrence.

4. Maximum Annual Aggregate Limit of Insurance

Regardless of the number of Annual Aggregate Limits shown in the Earth Movement Schedule, the most we will pay in any 12-month policy period is the Maximum Annual Aggregate Limit of Insurance.

5. Ensuing Loss

In the event of covered ensuing loss (such as fire) results from the Earth Movement, the most we will pay for the total of all loss or damage caused by Earth Movement and other Covered Cause of Loss is the Limit of Insurance applicable to such other Covered Cause of Loss. We will not pay the sum of the Fire and Earth Movement Limits of Insurance.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The policy includes this Earth Movement Coverage endorsement. A building is damaged by Earth Movement and by Fire which is caused by the Earth Movement. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the all Causes Of Loss except Earth Movement, is \$800,000. The Limit of Insurance for Earth Movement is \$400,000. The Earth Movement Deductible amount is \$5,000.

EXAMPLE #1

The damage due to Earth Movement is \$500,000. The damage due to Fire is \$500,000.

Payment for Earth Movement damage is \$400,000 (\$500,000 damage minus \$5,000 Earth Movement Deductible = \$495,000; Limit is \$400,000).

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Earth Movement Limit).

Total Loss Payment is \$800,000.

EXAMPLE #2

The damage due to Earth Movement is \$800,000. The damage due to Fire is \$100,000.

Payment for Earth Movement damage is \$400,000 (\$800,000 damage minus \$5,000 Earth Movement deductible = \$795,000; Limit is \$400,000).

Payment for Fire damage is \$100,000 (amount of damage).

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of Earth Movement and ensuing loss. Therefore, the loss payment stated for Earth Movement damage does not address the situation where another policy also covers the Earth Movement damage.

E. Deductible

1. The provisions of Paragraph E.2. of this endorsement are applicable to all to the Coverages except:

- a. Business Income;
- b. Extra Expense; and
- c. Civil Authority.

2. The Deductible for coverage provided under this endorsement is the Deductible applicable to Earth Movement as shown in the Earth Movement Schedule.

a. Dollar Deductible

Where a Dollar Deductible is shown in the Schedule, we will not pay for loss or damage in any one occurrence until the total amount of loss or damage for all coverages exceed the Dollar deductible shown in the Earth Movement Schedule. We will then pay the amount of loss or damage in excess of the Deductible up to the Earth Movement Limit of Insurance shown in the Earth Movement Schedule.

b. Percentage Deductible

Where a Percentage Deductible is shown in the Schedule, the Deductible is calculated separately to each building, personal property and personal property in the open. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage (as shown in the Earth Movement Schedule) of the Limits of Insurance applicable to the property that has sustained loss or damage. Percentage Deductibles are separately calculated and applied even if:

- a. Two or more buildings sustain loss or damage;
- b. Personal property at two or more buildings sustains loss or damage; or

c. A building and the personal property in that building sustains loss or damage.

We will then pay the amount of loss or damage in excess of the Deductible up to the occurrence Limit of Insurance as shown in the Schedule of this endorsement.

3. If Earth Movement results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies.

F. Example - Application of Percentage Deductible - For Specific or Blanket Insurance

The values, as shown in the most recent statement of Values on file with us are:

Building #1 \$500,000

Building #2 \$500,000

Business Personal Property at Building #1 \$250,000

Business Personal Property at Building #2 \$250,000

For this example, assume that the amounts of loss do not exceed the applicable Limits of Insurance (for specific insurance). Also assume that the total amount of loss does not exceed the applicable blanket Limit of Insurance (for blanket insurance).

Building #1 and Business Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Business Personal Property).

The Deductible is 10%.

Building:

Step (1): $\$500,000 \times 10\% = \$50,000$

Step (2): $\$95,000 - \$50,000 = \$45,000$

Business Personal Property:

Step (1): $\$250,000 \times 10\% = \$25,000$.

The loss, \$5,000, does not exceed the deductible.

The most we will pay is \$45,000. The remainder of the building loss, \$50,000 is not covered due to application of the Deductible. There is no loss payment for business personal property.

G. Business Income and Extra Expense Period of Restoration

The "period of restoration" definition stated in the Coverage form, or any endorsement amending the beginning of the "period of restoration", applies to each Earth Movement event. A single Earth Movement event is defined in Paragraph A. of this endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - LIMITS OF INSURANCE PERSONAL AND ADVERTISING INJURY
SEPARATE LIMIT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. Under SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, Paragraph 2. is replaced with the following:**
2. The most we will pay for the sum of all damages because of all "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence" are the Liability limit and the Medical Expenses limit, respectively, shown in the Declarations.
- B. Under SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, the following is added:**
- The most we will pay for the sum of all damages because of "personal and advertising injury" sustained by any one person or organization is the same as the Business Liability Limit shown in the Declarations.

But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.