

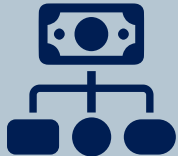
# PHLY Customer Service

**VISIT MyPHLY.COM TO GET STARTED**



## MyPHLY ONLINE PORTAL

- Enhanced Self Service Options and Mobile Browsing
- View Payment History, Invoices, and Policy Documents
- Report and Search Claims
- Direct Deposit Commission Payments
- Edit User Profile and Contact Information



## DIRECT CUSTOMER BILLING BENEFITS

- Receive invoice direct from PHLY
- Go Paperless with e-billing
- Never forget a payment with PHLY Recurring Payments
- Flexible Payment Plans
- Automated Payment Application for faster processing



## PAYMENT OPTIONS

- Online – PHLY.com/MyPHLY
- Phone – 877.438.7459, option 1
- Mail – P.O. Box 70251, Philadelphia, PA 19176-0251



## ON DEMAND CUSTOMER SERVICE ACCESS

- Live Chat - PHLY.com
- Phone - 877.438.7459
- Email - service@phly.com
- Hours: Monday - Friday 8:30 a.m. - 8:00 p.m. ET



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

The PHLY *Difference*

800.873.4552  
**PHLY.com**

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Your insurance policy, and not the information contained in this document, forms the contract between you and your insurance company. If there is a discrepancy or conflict between the information contained herein and your policy, your policy takes precedence. All coverages are not available in all states due to state insurance regulations. Certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2007-2019 Philadelphia Consolidated Holding Corp., All Rights Reserved.

# The PHLY Difference



## PHLY Customer Service

### Exceptional Customer Service

- Net Promoter Score among the industry's best
- Voice of the Customer empowers customer feedback
- Self Service at MyPHLY.com
- Direct Bill with payment plans
- Dedicated billing representative



## Complimentary & Tailored Risk Management

- PHLYTrac GPS Program
- SmarterNow Online Learning Management System
- Abuse Prevention Systems Program
- PHLYSense Temperature/Water Monitoring Program



## Best in class Claims Experience

- 96%+ Customer Satisfaction Rating
- Industry and Type-of-Loss Claims Specialists
- In-house Recovery and Subrogation
- Claim-specific reserving practices



## TEAMPHLY - working for you!

- Marketing/Underwriting/Account Management team advocating on your behalf
- Account Stewardship
- Giving back to local communities



## Industry Leading coverages

- Full Suite of coverages - package, automobile, umbrella, D&O, Cyber, A&H, Environmental, Surety
- Industry specific coverage enhancements
- Admitted & Non-admitted



**Hear what our agents are saying about their experience with The PHLY Difference.**

**Learn more: [ThePHLYDifference.com](https://www.thephllydifference.com)**

800.873.4552 | **PHLY.com**

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2021 Philadelphia Consolidating Holding Corp., All Rights Reserved.



# Risk Management Services

## PHLYRMS RESOURCES

Welcome to Philadelphia Insurance Companies (PHLY)! As a PHLY customer, your organization now has access to tools and services that can assist in your risk management efforts. Our Risk Management Services (RMS) Consultants can provide in-person assistance, from leading employee safety meetings to providing valuable guidance regarding safety best practices.

PHLY also provides various risk management tools and resources at little or no additional cost to your organization.

To access these resources, please take a moment to [register on our website](#). If you already have an account on PHLY.com, please [log in](#) to access Risk Management Services resources.

### Risk Management Resources

We encourage you to explore the following risk management resources:

#### PHLYTRAC

**PHLYTrac:** PHLY's telematics tool providing an online dashboard that tracks location, speeding, hard braking, and other fleet statistics - PROVIDED AT NO COST TO ELIGIBLE PHLY CUSTOMERS!

[PHLYTRAC](#)

#### PHLYSENSE

The **PHLYSense** System is a property monitoring tool that uses a sensor to provide immediate alerts to hazardous property conditions, such as low temperature or the presence of moisture. Provided at no cost to our customers with property coverage.

[PHLYSENSE](#)

#### PHLYGATEWAY

The **PHLYGateway** is an online portal that provides a suite of management and professional risk resources including an online training platform, model policies, and a Best Practices Help Line.

[PHLYGATEWAY](#)



**IntelliCorp:** Provides a discounted background check package as well as discounted pricing for add-on services, such as Motor Vehicle Reports (MVRs).

[IntelliCorp](#)

#### SMARTER**NOW!** RMS WEB-BASED TRAINING

**SmarterNow:** PHLY's no-cost Learning Management System that provides online training, assignment, and reporting capabilities. Trainings include defensive driver, discrimination in the workplace, security awareness, and many more.

[SMARTER\*\*NOW!\*\*](#)

#### Abuse Risk Management

**Abuse Prevention Training:** Access to an online training platform and tailored programming support to improve the safety of organizations that serve vulnerable populations, including children and vulnerable adults.

[Protecting Vulnerable Populations](#)

### CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact **PHLYRMS**:

Phone: 1.833.PHLYRMS (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: [phlyrms@phly.com](mailto:phlyrms@phly.com)



**PHLY** RISK MANAGEMENT  
SERVICES

833.PHLYRMS | [PHLY.com/RMS](https://www.phly.com/RMS)

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2024 Philadelphia Consolidating Holding Corp., All Rights Reserved.



TOKIO MARINE GROUP  
To Be a Good Company



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

## PROPOSAL FOR INSURANCE

**Quotation Number:** 17524396

**Proposal Date:** 07/24/2024

**Named Insured and Mailing Address:**

Village Green Homeowners  
Association  
40 Village Green Ct  
Denison, TX 75020-3943

**Producer:** 23521

Hempkins Insurance Agency, LLC  
431 W Crawford St  
Denison, TX 75020

**Contact:** Robert Hempkins

**Phone:** (903)463-6251

**Fax:** (903)463-6265

**Insurer:** Philadelphia Indemnity Insurance Company

**Policy Period From:** 09/13/2024

**To:** 09/13/2025

**Proposal Valid Until:** 09/13/2024

at 12:01 A.M. Standard Time at your mailing address shown above.

**Product:** Condominium Association

**Submission Type:** Renewal Business

**PHLY Representative:** Goff, Lance R.

**PHLY Representative Phone:** (469) 221-7932

**Underwriter:** Zoeller, Zachary B.

**Underwriter Phone:** (913) 333-5026

**Email:** Lance.Goff@phly.com

**Email:** Zachary.Zoeller@phly.com

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS  
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
<b>Commercial General Liability Coverage Part</b>	\$ 1,424.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium  
in the amount of:

<b>TOTAL</b>	\$ 1,424.00
	\$ 6.00

**Bill Plan Options:\***

- \_25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000
- \_25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333
- \_25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- \_50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- \_30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150
- \_Premiums under \$2,000 are Fixed Annual billing

\*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

**SEE ATTACHED PROPOSAL SUM MESS EXT PAGE**



**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 07/24/2024

**Quotation Number:** 17524396

**Named Insured:** Village Green Homeowners

**The premium shown is subject to the following terms and conditions:**

- \* Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
- \* A maximum per installment fee of \$5.00 may be included (some states may vary).



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 07/24/2024  
**Quotation Number:** 17524396

**Named Insured:** Village Green Homeowners

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

\_\_\_\_\_  
Signature of Authorized Insurance Representative

\_\_\_\_\_  
Date

Policy Number: 17524396Named Insured: Village Green Homeowners
**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

 One Bala Plaza, Suite 100  
 Bala Cynwyd, Pennsylvania 19004  
 610.617.7900 Fax 610.617.7940  
 PHLY.com

 Terrorism Premium (Certified Acts) \$ 6.00

## DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT’S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.**

**NOTE 1:** If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

**NOTE 2:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

**EXCEPTION:** If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from “certified” acts of terrorism, EXCEPT as noted above.
--	---

**You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.**

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_





**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 07/24/2024

**Named Insured:** Village Green Homeowners

**Quotation Number:** 17524396

## LOCATION SCHEDULE

Loc Bldg							
#	#	Address #1		Address #2		City	St Zip
0001	0001	40	Village Green Ct			Denison	TX 75020-3943
0001	0002	40	Village Green Ct			Denison	TX 75020-3943
0001	0003	40	Village Green Ct			Denison	TX 75020-3943
0001	0004	40	Village Green Ct			Denison	TX 75020-3943
0001	0005	40	Village Green Ct			Denison	TX 75020-3943
0001	0006	40	Village Green Ct			Denison	TX 75020-3943
0001	0007	40	Village Green Ct			Denison	TX 75020-3943
0001	0008	40	Village Green Ct			Denison	TX 75020-3943



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 07/24/2024  
**Quotation Number:** 17524396

**Named Insured:** Village Green Homeowners

## FORM SCHEDULE

Form	Edition	Description
BJP-190-1	0221	Commercial Lines Policy Jacket
PI-Notice TX	0120	Have a Complaint or Need Help?
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-BELL-1 TX	1109	Bell Endorsement
PI-CME-1 TX	0616	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0168	0312	Texas Changes - Duties
IL0275	1113	Texas Changes - Cancellation And Nonrenewal Provisions
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-LCN-TX	0812	Texas Policyholder Notice
PI-SAM-018 TX	0519	Absolute Abuse or Molestation Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0103	0606	Texas Changes
CG0136	1008	Texas Changes-Your Right to Claim and Occurrence Info
CG2004	1185	Addl Ins - Condominium Unit Owners
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2144	0798	Limitation of Cov to Designated Premises or Project
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2637	0695	Texas Changes - Condominiums
CG2639	1207	Texas Changes - Employment-Related Practices Exclusion
CG3208	1204	Texas Changes-Binding Arbitration
PI-CO-6-TX	0307	General Liability Deluxe Endt: Condominium Association
PI-CO-TXDIS	0403	Texas Disclosure Notice
PI-GL-001	0917	Exclusion - Lead Liability
PI-GL-002	0917	Exclusion - Asbestos Liability
PI-GL-031	0318	Subsidence Exclusion
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-SAM-006 TX	0117	Abuse Or Molestation Exclusion - Texas



**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 07/24/2024

**Quotation Number:** 17524396

**Named Insured:** Village Green Homeowners

## GENERAL LIABILITY

**Total:** \$ 1,424.00

Each Occurrence Limit	\$ 1,000,000	Liability Type:	OCCURRENCE
Personal and Advertising Injury Limit	\$ 1,000,000		
General Aggregate Limit (Other Than Products – Completed operations)	\$ 2,000,000		
Products/Completed Operations Aggregate Limit	\$ 2,000,000		
Rented to You Limit	\$ 100,000		
Medical Expense Limit (Any One Person)	\$ 5,000		

Classifications		Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
TEXAS							
LOC 1	CONDO-RESIDENTIAL	62003	UNIT	NONE		31	\$ 1,424.00
	LIABILITY DELUXE	44444					INCL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
CONDOMINIUM ASSOCIATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage To Premises Rented To You	\$1,000,000	2
Expected or Intended Injury-Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage	\$10,000	3
Additional Insured – Committee, Organization and Subsidiary	Included	3
Additional Insured – Managers or Lessors of Premises	Included	3
Additional Insured – Condominium Unit Owners	Included	4
Additional Insured – Lessor of Leased Equipment-Automatic Status when Required in Lease Agreement with You	Included	4
Additional Insured – Use of Watercraft	Included	4
Duties in the Event of Occurrence, Claim or Suit	Included	4
Unintentional Failure to Disclose Hazards	Included	4
Liberalization	Included	4
Bodily Injury – Mental Anguish	Included	4
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	5

### **A. Damage To Premises Rented To You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part, the following is applicable:

1. The last paragraph of **SECTION I-COVERAGES. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, after the exclusions, is deleted and replaced with the following:

Exclusions c. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III-LIMITS OF INSURANCE**.

2. Paragraph 6 of **SECTION III-LIMITS OF INSURANCE** is deleted and replaced with the following:

Subject to 5. above the Damage to Premises Rented to You limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises rented to you, or while rented to you or temporarily occupied by you with permission of the owner.

3. Paragraph 9.a. "Insured Contract" in **SECTION V-DEFINITIONS**.

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

4. The Damage to Premises Rented to You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000 : or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event.

### **B. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions a.** is deleted and replaced by the following:

#### **a. Expected or Intended Injury**

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

### **C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Supplementary Payments – Coverages A and B**

In the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Employee Indemnification Defense Coverage**

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding. The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$10,000 regardless of the numbers of “employees”, claims or “suits” brought on or persons or organizations making claims or bringing “suits”.

**F. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, paragraph 3.a is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. **2. c and d** are deleted in their entirety and replaced with the following:
  - c. Any person or organization having proper temporary custody of your property if you cease to exist as a legal entity, but only:
    1. With respect to liability arising out of the maintenance or use of that property; and
    2. Until your legal representative has been appointed.
  - d. Your legal representative, if you cease to exist as a legal entity, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Each of the following is also an insured:
  - a. **Committee, Organization and Subsidiary** - Any committee, organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any committee, organization and subsidiary not named in the Declarations as a Named Insured, if they are also insured under another policy, but for its termination or the exhaustion of its limits of insurance.
  - b. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
 

This insurance does not apply to:

    - 1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
    - 2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
  - c. **Condominium Unit Owners** – each individual unit owner of the insured condominium, but only with respect to 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.
  - d. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – any person or organization from whom you lease equipment when you and such

person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. **Use of Watercraft** – any person, who with your consent, either uses or is responsible for the use of a watercraft that you do not own that is less than 58 feet long and is not being used to carry persons or property for a charge.

#### **G. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in condition 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer, director, or insurance manager, if you are a corporation.
2. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer, director, or insurance manager, if you are a corporation.

#### **H. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **I. Liberalization**

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

#### **J. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is amended to read:

3. "Bodily injury":
  - a. means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
  - b. except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

**K. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "Personal and Advertising Injury" is amended as follows:

1. Item 14 b. is revised to read:
  - a. Malicious prosecution or abuse of process:
2. Adding the following:
  - a. "Personal and advertising injury" also means discrimination based on race, color, religion, sex, age or national origin provided it is based upon disparate impact or vicarious liability, except when:
    1. Done intentionally by or at the direction of, or with the knowledge or consent of:
      - a. Any insured; or
      - b. Any executive officer, director, stockholder, partner or member of the insured; or
    2. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
    3. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
    4. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.





**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

### **Taxes, Surcharges, and Fees Notice**

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.